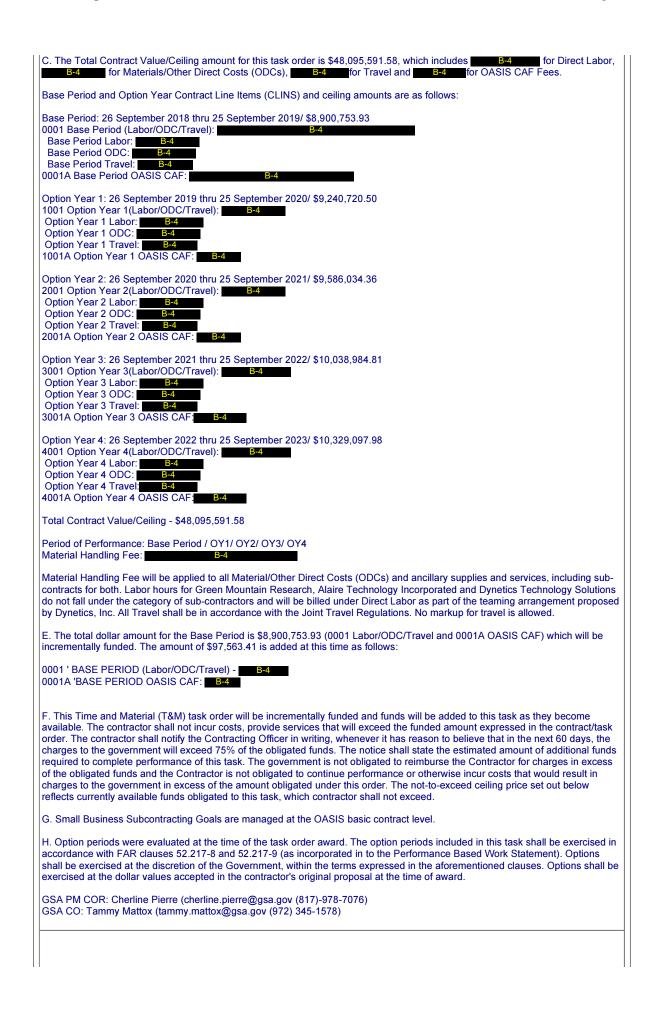
IT-Solutions Shop Page 1 of 3

ORDER FOR	SUPPLI	ES AND SE	RVICES	IMPORTANT: instructions i 553.370-300- distribution	in GSAR		PAGE 1 OF 1 PAGE(
1. DATE OF ORDER 09/13/2018		2. ORDER 47QFWA18		3. CONTRACT GS00Q14OAD		4. ACT NU A21913778	
FOR	5.	ACCOUNTI	NG CLASSIFI	CATION	6	B. FINANCI	E DIVISION
GOVERNMENT USE ONLY	FUND 285F	ORG CODE Q07FA000	B/A CODE AA20	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE AF151	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		Al	LC	DISCOUNT
7. TO: CONTRACTOR  B-6  DYNETICS, INC.	(Name, ac	ldress and zip	code)		8. TYPE OF B. DELIVER	RY	REFERENCE YOUR
1002 Explorer Blvd. Huntsville, AL 35806-28 United States	06				specified or	n both sides o	ving on the terms of the order and the including delivery as
					contained o	n this side o	bject to instructions nly of this form and is ms and conditions of th ct.
					C. MODIFIC P00000 TYPE OF MODIFICA		AUTHORITY FOR ISSUING
9A. EMPLOYER'S IDE	NTIFICATI	ON NUMBER	9B. CHECK, IF WITHHOLD 20		conditions		in, all terms and l order, as heretofore nged.
10A. CLASSIFICATION S Corporation	N				10B. TYPE C. Corporati		SS ORGANIZATION
11. ISSUING OFFICE zip code, and telephon GSA Region 07 Tammy L Mattox 819 Taylor Street Ft Worth, TX 76102-000 United States (817) 850-8350	e no.)	(MANDATO DYNETICS, P. O. Box 5	INĆ. 500 L 35814-5500	S	telephone n Harold Zuco Center For ( Bldg 1411, I	no.) coni Countermeas MLK Blvd Missile Ranges	e address, zip code and ures e, NM 88002-5519
14. PLACE OF INSPECTATION OF THE PLACE OF INSPECTATION OF THE PLACE OF	sures		CE	Cherline Pierre GSA Region 0 819 TAYLOR 3	TION OFFICE	(Name, syml	bol and telephone no.)
16. F.O.B. POINT Destination		17. GOVEF NO.	RNMENT B/L	18. DELIVER' POINT ON OF BEFORE 09/2	₹	TERMS	ENT/DISCOUNT AYS / 0.00 % 0 DAYS DAYS
ITSS Project Number: Contract Number: 47Q A. This task order is iss GS00Q14OADU412. T Terms and conditions of	FWA18F00 sued agains his task ord of the basic	off off the OASIS I der is in suppo contract and	M Mission Suppor  Pool 4 Unrestricte ort of the Center f	ed Indefinite De or Countermea	sures at White	Sands Missi	ile Range, New Mexico
B. Schedule: The Period of Performa Base Period ' 9/26/201 Option Year 1(OY1) ' 9 Option Year 2(OY2) ' 9 Option Year 3(OY3) ' 9 Option Year 4(OY4) ' 9	ance for this 8 ' 9/25/20 /26/2019 ' ! /26/2020 ' !	s task order is 19 9/25/2020 9/25/2021 9/25/2022	:				

IT-Solutions Shop Page 2 of 3



**IT-Solutions Shop** Page 3 of 3

II					· · · · · · · · · · · · · · · · · · ·	
ITEM NO.	SUPPLIES OR SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
			ORDERED			
(A)	(B)		(C)	(D)	(E)	(F)
0001	BASE PERIOD (Labor/ODC/Trav	rel)	1	lot	B-4	B-4
0001A	BASE PERIOD OASIS CAF (Cos	st Reimbursable)	1	lot	B-4	B-4
Center For Countermeasures, (505) 678-7259 From					TOTAL From 300-A(s)	
22. SHIPPING POINT 23. GROSS SHIP WT. Specified in QUOTE				GRAND \$97,5	63.41	
24. MAIL INVOICE TO: (Include zip code)  25A. FOR INQUIRIES RI PAYMENT CONTACT: General Services Administration (FUND)  GSA Finance Customer S			Γ:		25B. TELEPHONE 816-926-7287	NO.
The contractor shall follow these invoice Submission Instructions. The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov),					26B. TELEPHONE (817) 850-8350	NO.
navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at 877-						
472-4877. Do NOT submit any invoices directly to   1. PAYING OFFICE   GSA FORM 300 (REV. 2-9					<b>600</b> (REV. 2-93)	
electronic submi	•					

# Project Number: ID07170054

# The Center for Countermeasures Mission Support White Sands Missile Range (WSMR), New Mexico

Performance Work Statement (PWS)

June 27, 2018

Revision 1: July 13, 2018

**Revision 2: July 25, 2018** 

## 1. Background

The Center for Countermeasures (hereafter referred to as the Center or CCM) is located at White Sands Missile Range (WSMR), New Mexico. The Center operates under Department of Defense Issuance (DODI) 5129.47. The Center directs, coordinates, supports, and conducts independent countermeasure/counter-countermeasure test and evaluation activities for U.S. and foreign weapon systems, sub-systems, sensors, and related components. The Center for Countermeasures supports test & evaluation, develops test tools, and test methodologies. The Center for Countermeasures provides test resources for all Services and customers.

## 2. Program Objectives/Description of Work

To accomplish its mission, the Center has developed a suite of state of the art test equipment, all of which are fully transportable to support test activities wherever they are conducted. Below is a partial list of test equipment that is currently in inventory:

- JSIS Joint Standard Instrumentation Suite
- SRTV Seeker/Radiometric Test Van
- LASER systems
- RLS Remote Launching System
- PRTS Portable Range Threat Simulator
- HPRTS High-powered Portable Range Threat Simulator
- CCD Camouflage, Concealment and Deception
- MTV Multi-purpose Test Vehicle
- MTVG Multi-purpose Test Vehicle Generator
- ROVER 6X6 Multi-purpose Test Vehicle
- M&S Modelling and Simulation
- CM devices Countermeasure Devices

In addition to the above equipment the Center is constantly developing new test equipment and upgrading and improving existing equipment.

## 3. Scope

This is a non-personal services contract to provide JSIS, SRTV, Laser System, RLS, PRTS, HPRTS, CCD, MTV, MTVG, ROVER, M&S, and CM device Support Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor shall be required to perform various technical duties which will include, but not be limited to, custom configuration, development, and preparation of current equipment to include; updating equipment, software, incorporating foreign equipment, and readying equipment for field test activities. The Contractor shall be required to support development of new test equipment and capabilities including adding new capabilities to existing equipment to meet new test requirements. The Contractor shall be required to provide Maintenance/characterization checks for missile systems (to support live fire) and missile launch data collection (static and dynamic). The systems that are to be supported may be of foreign or domestic origins. The Contractor shall be required to provide Program Management and analysis support to the Director and Staff of the Center.

The Contractor shall provide personnel with suitable professional qualifications to support the Center's

mission and enhance its reputation as a center of excellence. Contractor personnel assigned to support the mission will comply with all Governmental, safety, surety and security laws, regulations, policies, and Standard Operation Procedures (SOP) to which the Government employees are subjected. Contractor personnel in the performance of their assigned duties will comply with all relevant procedures including quality system procedures, administrative procedures, etc. Personnel must receive appropriate training in safety prior to working on the equipment at the Center, or in the field. Contractor personnel will be expected to operate independently or as team members to accomplish assigned projects and responsibilities. Government personnel may be part of the team. Contractor assignments will be defined either by specific projects or tasks outlined in project work packages. Contractor personnel will be expected to maintain detailed records of all work performed in field notebooks and the records should be maintained and provided to the Government as part of the Contractor's official contract record retention program.

## 4. Requirements/Specific Tasks

The Government will award a Time and Materials (T&M) contract. The individual project requirements for the contract will include the following support elements:

- 1. Engineering and Test Services (Task 1)
- 2. General Software Support (Task 2)
- 3. Reporting (Task 3)
- 4. General Technical Support (Task 4)
- 5. Program Management and Analysis (Task 5)

This PWS is written to support a wide variety of tasking. The types of potential specific tasks may include but is not limited to following:

4.1 TASK 1: Engineering and Test Services: The Center conducts most test activities away from the Center's facilities. Field test services performed by the Contractor shall be in response to specific projects. Specific work requirements, performance criteria, and quality control requirements will be prescribed, as appropriate, for each project. The contractor may need to utilize subcontractors and specific expertise to modify, prepare and/or operate test equipment. The Contractor, using the project performance objectives, applicable test plans, and supporting documents may conduct or participate in field tests.

The Contractor shall provide non-personal engineering and test services/support (excluding facilities construction) in the design and development of Center test equipment. Contractor must have the capability of responding to assigned projects in areas including, but not limited to, mechanical, electrical, electronic, and human factors engineering. When such services are ordered, the Contractor must have the capability to obtain and provide engineering, drafting, and modeling/simulation support.

## 4.2 TASK 2: General Software Support

 The Contractor shall provide applicable software programming for the Center test equipment to include but not limited to the following: RLS – Remote Launching System, PRTS – Portable Range Threat Simulator, HPRTS – High-powered Portable Range Threat Simulator.

The Center conducts a variety of tests that require many different types of data acquisition, display, and reduction systems. The Contractor may be required to provide system design and source code, upgrade,

and maintenance.

The Contractor may be required to support test equipment development during test activities. Support could include on site upgrades to software, repairs to equipment modifications made by the Contractor or as an adjunct to support test activities. Contractor shall support onsite data collection for missile firings and other events. All services performed shall be in response to projects.

## 4.3 TASK 3: Reporting

The Contractor shall maintain the following: 1) employees, by name and contract labor category; 2) individual employee training and certification records information; and 3) employee's leave schedules. Changes in personnel (addition/deletion), changes in personnel assigned to contract labor categories, additions and updates to employee's individual training and certification, and scheduled leave will be reported. This information is critical to accurately identify available workforce capabilities and forecast resource utilization in meeting test schedules and must be maintained routinely by the Contractor. Reporting includes the areas of: 1) cost estimating, 2) deliverable labor, 3) materials and travel expenses, 4) assets availability, 5) monthly invoice reconciliation, and 6) activity report/project progress for the effective tracking of progress and costs on all tasks being performed by the contractor. In order to ensure accurate and timely availability of information the Contractor shall provide data in the following areas:

#### 4.3.1 Cost Estimating:

Each project the Center assigns to the Contractor shall require the Contractor to produce and submit a cost estimate. Cost estimates will include anticipated labor hours by category, material/ODC requirements, and travel requirements. This information will enable the Center Resource Managers to pull together all estimates from the respective project supporters and generate an official cost estimate.

- **4.3.2 Activity Report/Project Progress:** The contractor shall provide monthly progress reports no later than the 15th day of each month (Attachment 5: Technical Exhibit A001). The monthly progress reports shall describe the work performed under each project, note any issues which may cause delays in completion of the work within the period of performance, and upcoming activities under each project. The Contractor shall be required to input fully-loaded monthly cost information to include: labor hours performed, materials/services purchased, travel completed, allowable vehicle expenses, and other expenses allowed under this contract. Along with the cost information the Contractor shall be required to provide a narrative description of major accomplishments, issues identified, milestones completed, and other information that will benefit the Center Resource Manager in determining the status of projects. The report shall be provided in MS Word format, included with the monthly invoice, and e-mailed to the COR.
- **4.3.3 Monthly Invoice Reconciliation:** Realizing there may be differences in the weekly reporting of cost information and the actual monthly invoicing, a reconciliation process must be followed to ensure that data in the cost tracking system is accurate. Monthly adjustments will require a description of differences and the causes for the differences.

## <u>4.4 TASK 4:</u> General Technical Support:

The contractor shall prepare specific test equipment for test activities. Support may include developing/modifying hardware and software for mission requirements, evaluating test equipment and subsystems to assure proper operation and configuration, recommending repairs or fixes necessary for the equipment to support a planned mission. The contractor shall perform across the board upgrades to all

equipment. The Contractor shall provide engineers, technicians, programmers, and clerical help as need to support the readiness of the test equipment. Equipment preparation may include upgrading systems or subsystems to assure that systems are current and interoperable with other Center equipment. The Center is constantly developing new test and evaluation (T&E) capabilities within the scope of its charter. The Contractor shall be required to develop new equipment and may need to outsource specific expertise to design and build new equipment to subcontractors. Specific work requirements, performance criteria, and quality control requirements will be prescribed, as appropriate, for each project. These functions will normally be carried out at the contractor's facilities using contractor and Government Furnished Equipment (GFE) resources.

Tasks under this category include (but are not limited to) the following activities:

## 4.4.1 Engineering Analysis and Technical Support:

The contractor shall provide RLS, SRTV, PRTS and HPRTS support operating and configuring the systems, trouble shooting and performing minor software and hardware repairs and upgrades as directed by the Government. The contractor shall support planning and executing test activities (to include developing and optimizing test matrices and providing on-site assistance) as and when directed by the Government. The contractor shall attend technical conferences, symposia and test planning meetings when directed by the Government.

#### 4.4.2 Data Reduction and Analysis:

The contractor shall perform reduction, analysis and processing of the systems, system under test (SUT) and other third party data as directed by the Government. The contractor shall produce a standard set of data products and reports to meet customer requirements as directed by the Government. The contractor shall adapt existing data analysis tools or develop new tools and data products/reports to accomplish these tasks when the need is directed by the Government (Attachment 5: Technical Exhibit A002).

## 4.4.3 Test Standards and Methodologies Development:

The contractor shall update standards and methodologies employed to conduct tests and analyze the data to ensure they remain current and meet test requirements. The contractor shall develop additional procedures, techniques and methodologies for recording, handling, reducing, analyzing and reporting test related data when directed by the Government. This support shall be documented in published standards, methodologies, white papers, technical memoranda and reports.

## 4.4.4 System Development, Upgrades and System Improvements/Enhancements:

The contractor may be required to conduct RLS, SRTV, PRTS and HPRTS upgrades and system improvements/enhancements and associated control software (Attachment 5: Technical Exhibit A006 and/or A007). In addition improvements/enhancements include associated control software, and associated control and calibration software, and other upgrades as needed and directed by the Government to maintain an operational capability that matches the needs of the various programs that will be using the systems as a test resource (Attachment 5: Technical Exhibit A004). The contractor shall institute and integrate hardware and software enhancements and improvements to sub-systems and components as required and as directed by the Government to improve system maintainability and reliability and to correct system deficiencies (Attachment 5: Technical Exhibit A006, A007, A008, A010 and/or A011). Interoperability with existing systems must be maintained to the highest degree possible. Work may be carried out both at the contractor's facilities using contractor and GFE resources or at another

location as directed by the Government. The contractor shall support acceptance testing required before the equipment is delivered as directed by the Government. An acceptance test plan (Attachment 5: Technical Exhibit A009 and/or A013) will be provided to the Government for review and approval 30 days prior to the delivery of all equipment. Tasks under this sub-category include (but are not limited to) the following activities:

The contractor shall provide telemetry packages for new man portable air defense systems (MANPADS) missiles (foreign and domestic). Contractor shall design and build the associated instrumentation equipment required to collect data to include GPS, and TSPI from foreign MANPADS missile telemetry systems during live fire test events. Telemetry package data link needs to support classified/encrypted communications as required. Contractor shall support preparation and installation of MANPADS missile telemetry packages and to assure proper integration with existing equipment. The contractor may be required to access specific expertise through subcontractors or other sources. All services performed shall be in response to projects.

The Contractor shall support MANPADS missile remote launcher (RLS) test equipment during test activities. Support could include on site Center MANPADS missile remote launcher (RLS) upgrades to software, repairs to equipment modifications made by the Contractor or as an adjunct to support test activities. Contractor shall support onsite data collection for live-fire missile firings and other events. All services performed shall be in response to specific projects.

The contractor if required shall develop specific MANPADS missile launcher test equipment to support live-fire test activities. Support may include developing MANPADS launcher system control and data collection software to support mission requirements, developing new launcher test equipment and subsystems to assure mission goals can be met, recommending options for the new capability to support a planned mission. The contractor if required shall develop new launch fixtures for new missile systems (foreign and domestic). The contractor shall develop foreign weapon system simulators and/or threat emitters that operate in the ultraviolet (UV), infrared (IR) and/or radio frequency (RF) portions of the spectrum. All services performed shall be in response to projects.

The contractor shall prepare specific test equipment which may include RLS, SRTV, PRTS and HPRTS for test activities. Support may include developing/modifying RLS, SRTV, PRTS and HPRTS hardware and software for mission requirements, evaluating test equipment and subsystems to assure proper operation and configuration, recommending repairs or fixes necessary for the equipment to support a planned mission. The contractor shall perform across the board upgrades to all equipment. The Contractor shall provide engineers, technicians, programmers, and clerical help as need to support the readiness of the test equipment. Equipment preparation may include upgrading systems or subsystems to assure that systems are current and interoperable with other Center equipment.

The contractor if required shall develop specific test equipment utilizing or based on foreign systems to support test activities. RLS, SRTV, PRTS and HPRTS support may include researching existing foreign weapon system documentation. The Contractor shall analyze, characterize, and test weapon systems as necessary to fill gaps in existing documentation. The contractor shall design test equipment to enable laboratory and field testing of weapon systems against developmental countermeasure systems. The Contractor shall, as part of its development process, evaluate the safety of test equipment for foreign systems for its designed purpose. The contractor shall document electrical, mechanical, and software

designs of the equipment and provide support to operate and maintain test equipment

The Contractor shall support instrumentation development for foreign threat weapon system to support test activities. The contractor may be required to research existing foreign radar, missile, and launcher system documentation. The Contractor may need to analyze, characterize, and test weapon systems as necessary to fill gaps in existing documentation. The contractor shall design instrumentation to record signals key to understanding threat weapon system performance against developmental countermeasures to include accurate Time Space Position Information (TSPI), Radio Frequency (RF) data links, and government approved encryption of transmitted data for missiles in flight. The required shall design all instrumentation system mechanical and electrical interfaces and signal properties so they do not alter the operational performance of the host threat weapon system when used in test activities. The Contractor shall support installation of the instrumentation systems onto host weapon systems. The required shall support operation of the instrumentation systems and host weapon systems to include acquiring performance data against countermeasures during field test events.

The Contractor shall support the development of foreign threat system simulators to support test activities. The Contractor may require to research existing foreign radar, MANPADS missile, and MANPADS launcher system documentation. The contractor shall analyze, characterize, and test threat weapon systems as necessary to fill gaps in existing documentation. Support may include required designing hardware to simulate the intended and unintended emissions of weapon systems across the frequency spectrum to include infrared (IR), ultraviolet (UV), and radio frequency (RF). The contractor shall design control software to simulate the temporal and data transmission characteristics of simulated weapon system output. The contractor shall compare simulated weapon systems to original specifications provided by the government or by comparison with real systems. The contractor shall document electrical, mechanical, and software designs of the simulators. The contractor may be required to provide support to operate and maintain the simulators

The Contractor may be required to support RLS, SRTV, PRTS and HPRTS test equipment development during test activities. RLS, SRTV, PRTS and HPRTS support could include on site upgrades to software, repairs to equipment modifications made by the Contractor or as an adjunct to support test activities. Contractor shall support onsite data collection for missile firings and other events. All services performed shall be in response to projects.

#### 4.4.5 Equipment Documentation:

The contractor shall include commercial off the shelf (COTS) equipment / software vendor manuals (Attachment 5: Technical Exhibit A019), hardware design documentation (Attachment 5: Technical Exhibit A020), engineering drawings (Attachment 5: Technical Exhibit A021), software product specifications (Attachment 5: Technical Exhibit A022), hardware item specifications (Attachment 5: Technical Exhibit A023), software requirements specifications (Attachment 5: Technical Exhibit A024), software user manuals (Attachment 5: Technical Exhibit A025), and training materials (Attachment 5: Technical Exhibit A026) included with all system upgrades, improvements, and enhancements.

#### 4.4.6 Upgrades and System Improvements/Enhancements Integration and Check-out:

The contractor shall be responsible for system integration as tasked to include RLS, SRTV, PRTS and HPRTS systems and the "check-out" of the various hardware and software components of each systems upgrade and system improvements/enhancement. Consistent with accepted industry practices, integration

and check-out will be accomplished incrementally at the subsystem level followed by the system level. Check-out shall include verifying proper operation of the planned functions. Any critical issues identified during check-out shall be corrected and verified in the updated configuration. Contractor shall prepare foreign and domestic MANPADS threat missiles for integration or use on existing Center missile launcher test equipment, assuring that foreign missile is functional and safe to operate. Contractor shall be required to perform characterization, check-out and repair of MANPADS (foreign and domestic) to facilitate its safe use on existing Center MANPADS remote launcher (RLS) test equipment.

## 4.4.7 Upgrades and System Improvements/Enhancements Acceptance Testing:

The contractor shall be responsible for the planning, conduct, and reporting of the systems acceptance testing for each delivered upgrade and system improvements/enhancement. The contractor shall document the plan for testing each integrated upgrade and system improvements/enhancement in an acceptance test plan (Attachment 5: Technical Exhibit A007). The acceptance test plan shall be provided to the Government for review and approval 30 days prior to the delivery of all equipment. The contractor shall document the procedures for acceptance of each integrated upgrade and system improvements/enhancement in a Test Procedure (Attachment 5: Technical Exhibit A006). The test procedure shall be provided to the Government for review and approval 30 days prior to the acceptance test. Government concurrence on readiness shall be required prior to commencement of acceptance testing. The contractor shall document the results of each spiral upgrade and system improvements/enhancement acceptance integration test in a Test Report (Attachment 5: Technical Exhibit A005). The test report shall be provided to the Government for review and approval 60 days after the completion of the acceptance test. Acceptance testing shall be conducted either at the contractor's facilities or on site as required and directed by the Government.

## 4.4.8 Hardware Maintenance and Repair:

The contractor shall conduct diagnostic tests, make serviceability assessments, provide repair cost estimates, and take actions as to the repair of foreign and domestic MANPADS threat missiles and Center custom built systems to include the SRTV, RLS, PRTS and HPRTS components as directed by the Government. These functions will normally be carried out at the contractor's facilities using contractor and GFE resources but at times will also require field installation and support. The contractor shall support the acceptance testing that will be required before the equipment is delivered as directed by the Government.

## 4.4.9 Hardware Maintenance Repair and Integration and Checkout:

The contractor shall support system integration as required to include RLS, SRTV, PRTS and HPRTS, and be responsible for the check-out of the various hardware items repaired under this contract. Integration of the repaired piece of hardware will at times require on site contractor support. Check-out will most often occur at the contractor facility and shall include verifying proper operation of the item and that its operational specifications are within the established systems acceptable standards. The Contractor shall provide the Government with a Failure Analysis and Corrective Action Report (Attachment 5: Technical Exhibit A014 and/or A027) 30 days after the check-out has been performed.

#### 4.4.10 Hardware Maintenance and Repair Acceptance Testing:

The contractor shall be responsible for the planning, conduct, and reporting of the acceptance testing for each item of hardware repaired under this contract. The contractor shall document the plan to be used for testing each repaired item of hardware in an acceptance test plan (Attachment 5: Technical Exhibit A009). The acceptance test plan will be provided to the Government for review and approval 30 days prior to the

delivery of all equipment. The contractor shall document the procedures for acceptance of each repaired item of hardware in a Test Procedure (Attachment 5: Technical Exhibit A010). The test procedure shall be provided to the Government for review and approval 30 days prior to the acceptance test. The contractor shall document the results of each hardware item repaired under this project in a Test Report (Attachment 5: Technical Exhibit A011). Acceptance testing shall be conducted at the contractor's facilities and at times on site as required and directed by the Government. The test report shall be provided to the Government for review and approval 60 days after the completion of the acceptance test.

## 4.4.11 Software Maintenance and Support:

When possible, software modifications by the Contractor shall be performed at the contractor's facility using available GFE and contractor resources. In the event that major revisions are needed, the contractor shall issue a new software maintenance release (to include all revisions up to that point). The contractor shall support, as directed by the Government, required acceptance tests before the software is delivered.

## 4.4.12 Software Maintenance and Support Integration and Check-out:

The contractor shall support integration of, and be responsible for the check-out of the various software items developed, repaired, and modified. Integration of the software developed, repaired, and modified into the appropriate systems will at times require on site contractor support. Check-out of these software modifications will most often occur at the contractor facility. Software check-out shall include verifying proper operation of the software items developed, repaired, and modified and that the software items developed, repaired, and modified meet operational specifications and interoperability remains intact with existing software programs (Attachment 5: Technical Exhibit A012, A013, A014, A015 and/or A016). Compatible being defined as maintaining overall systems functionality and test support capability within the established systems acceptable standards. The Contractor shall provide the Government with a Failure Analysis and Corrective Action Report (Attachment 5: Technical Exhibit A027) 30 days after the check-out has been performed.

#### 4.4.13 Software Maintenance and Support Acceptance Testing:

The contractor shall be responsible for the planning, conducting, and reporting of the systems acceptance testing for each item of software items developed, repaired, and modified. The contractor shall document the plan to be used for testing each software item developed, repaired, and modified in an acceptance test plan (Attachment 5: Technical Exhibit A013). The acceptance test plan shall be provided to the Government for review and approval 30 days prior to the delivery of all equipment. The contractor shall document the procedures for acceptance of each software item developed, repaired, and modified in a Test Plan (Attachment 5: Technical Exhibit A014). The Test Plan shall be provided to the Government for review and approval 30 days prior to the acceptance test. The contractor shall document the results of each software item developed, repaired, and modified under this project in a Test Report (Attachment 5: Technical Exhibit A015 and/or A027). Acceptance testing shall be conducted at both the contractor's facilities and at times on site as required and directed by the Government. The test report shall be provided to the Government for review and approval 60 days after the completion of the acceptance test.

#### 4.4.14 Duplicate Components and Companion Systems:

The contractor shall possess the ability, and capability to fabricate additional RLS, SRTV, PRTS and HPRTS system components and/or new systems when future requirements mandate, and additional funding becomes available. Companion systems would utilize the components required to meet specific technical requirements (e.g. harsh environments, different optical band-pass, dynamic range, etc.),

maintain interoperability with existing systems, and conform to the current systems configuration, In addition, Contractor shall provide a list of recommended spare parts when requested. (Attachment 5: Technical Exhibit A018).

## 4.5 TASK 5 Description

The Contractor shall be required to provide program management and analysis support to help execute the Center for Countermeasures mission. The Contractor may need to reach subcontractors and specific expertise to meet task requirements. Specific work requirements, performance criteria, and quality control requirements will be prescribed, as appropriate, for each project. (Attachment 5: Technical Exhibit A003).

## 4.5.1 Program Management:

The contractor may be required to provide program management support to assist in the development, promulgation and execution of technical direction and policy guidance for the Center for Countermeasures. The contractor may be required to provide assistance in the development and execution of Inter-Service support agreements with all DoD Services. The contractor may be required to support the development, submission and execution of an annual Center for Countermeasures program budget. The contractor may be required with coordinating countermeasure/counter-countermeasure (CM/CCM) T&E reporting with the heads of the OSD Components. The contractor may need to assist in the preparation of Director Operational Test and Evaluation (DOT&E) reports for all matters relating to the Center for Countermeasures. These reports will include, but are not limited to, reports on the Center's mission execution, test analysis and results, reports on Joint Service activity and the Center's budget/program execution. The contractor may be required to assist in the development of Cooperative Test and Evaluation Memorandums of Understanding (MOUs) and Cooperative Test and Evaluation Project Arrangements (CTE PAs). The contractor may be required to assist in the planning for, scheduling and execution of DOT&E sponsored meetings, conferences and symposiums. When required, act as event coordinator and facilitator during the scheduled event activities. This also includes task/project tracking.

## 4.5.2 Project Analysis Support:

The contractor may be required to provide analysis support to provide early CM assessments in support of the requirements process, warfare experimentation, and concept and technology development and demonstrations of aircraft survivability equipment (ASE), electronic warfare (EW) and precision guided weapon (PGW) systems, subsystems, and related components. The contractor may be required to provide analysis support to derive the performance and limitations of ASE, EW, and PGW systems, subsystems, and related components in a CM environment, beginning with program initiation and extending throughout operational lifetimes. The contractor may be required to provide analysis support to evaluate the usefulness and effectiveness of CM/CCM techniques and devices against guided weapon systems, subsystems, and related components with emphasis on the operational environment. The contractor may be required to provide analysis support to assess CM/CCM technique and device effectiveness. The contractor may be required to provide analysis support to identify CM/CCM test and evaluation capability gaps and provide recommendations to close the gap or develop capabilities to close the gap (Attachment 5: Technical Exhibit A003).

## 5. Operational Requirements

## 5.1 Deliverables/Milestones

## Table 1 List of Deliverables and the Performance Requirements Summary

## Performance-Based Matrix (PBM)

Doliverable	Frequency / Level of Quality	# of Copies	Madium/Format	Cubmit To
Deliverable Report, Record of Meeting/Minutes	As required for trip reports, meeting minutes, test reports, administrative reports, etc.  Acceptable Quality Level: 95%	1 copy via email and uploaded to ITSS	Medium/Format  Microsoft word or PDF file In Contractor format	COR and Technical POC
Risk Mitigation Plan	15 Calendar days after award Acceptable Quality Level: 100%	1 original copy submitted in ITSS and via email	Microsoft word or PDF file In Contractor format	COR and Technical POC
Organizational Conflict of Interest (OCI) Mitigation Plan (also called Conflict of Interest (COI))	Submitted with proposal  Acceptable Quality Level: 100%	1 original copy submitted in ITSS	Microsoft word or PDF file In Contractor format	CO and COR
Quality Control Plan (QCP)	Due 15 days post award. Thereafter, submit a new QCP if any changes are made.  Acceptable Quality Level: 100%	1 copy via email and uploaded to ITSS	Microsoft word or PDF file In Contractor format	COR and Technical POC
Project Tracking Spreadsheet	Monthly with invoice via ITSS Acceptable Quality Level: 100%	Monthly with invoice via ITSS as a separate attachment	Microsoft Excel or as directed by the Government	COR and Technical POC via ITSS
Contractor Monthly Status and Progress Report	Once a month when invoices are uploaded to ITSS.  Acceptable Quality Level: 100%	1 copy via email and uploaded to ITSS	Microsoft word or PDF file In Contractor format	COR and Technical POC

Contractor Employee Listing	Monthly listing of employees when invoices are uploaded to ITSS.  Acceptable Quality Level: 100%	1 copy via email and uploaded to ITSS	Microsoft word or PDF file In Contractor format	COR and Technical POC
Contract Funds Status Report	Once a month when invoices are uploaded to ITSS.  Acceptable Quality Level: 100%	1 copy via email and uploaded to ITSS	In Contractor format	COR and Technical POC
Release of Claims Form/ ITSS and Email	Due fifteen (15) calendar days after receipt of final payment  Acceptable Quality Level: 95%	1 original copy submitted in ITSS and via email	Microsoft word or PDF file In Contractor format	COR and Technical POC
Trip Report	Once a month when invoices are uploaded to ITSS.  Acceptable Quality Level: 100%	1 original copy submitted in ITSS	1 original copy submitted in ITSS and via email	COR and Technical POC

## 5.1.1 Project Tracking Spreadsheet/Capacity/Level of Effort Tracking

The contractor shall keep track of work for each individual project via the Project Tracking Spreadsheet. The contractor shall submit the Project Tracking Spreadsheet with the monthly invoice via ITSS. The Project Tracking Spreadsheet shall be a separate document and not embedded in the invoice. The contractor may also be asked to provide the spreadsheet directly to the government COR via email at any time prior to invoice delivery. The document will be uploaded in ITSS, and the contractor shall notify the client COR that the information has been uploaded.

The overall spreadsheet file/report shall be cumulative over the life of the project and shall include all work under the project as of the date of submission of the deliverable, monthly.

The required level of quality shall be: 100% Complete and accurate spreadsheet, with all work listed on the document that has been awarded, broken out by fiscal year, and individual project.

\*\* The method of surveillance for each of the primary tasks the contractor is required to perform under Section 4 of this PWS is disclosed/included in the attached Quality Assurance Surveillance Plan (QASP) (reference Attachment 3), which shall become binding upon the contractor at the time of award.

#### 5.2 Risk Mitigation Plan

A risk mitigation plan shall be required. The contractor shall define the risk management methodology to be Page 12 of 113

used, identify the risk assumptions, and establish the roles and responsibilities. Also define the risk communications, and risk tracking process. The plan is due 15 calendar days after award.

Defining the risk management methodology to be used may include:

- a. Risk Identification (Event of loss of critical parts etc., Risk Impact Assessment, For each risk identified, assess the risk event in terms of likelihood of occurrence and its effect if the risk occurs)
- b. Risk Response Planning (Describe actions to be taken to mitigate the risk; Define the roles and responsibilities unique to the Risk Management function)
- c. Risk management Team: (Define Risk Communications)
- d. Risk Response Tracking: (Document actions taken to mitigate the identified risk in the Risk Identification above)

## 5.3 Delivery Instructions

Copies of deliverables shall be furnished to the appropriate Government personnel in accordance with the direction in the chart in Section 5.1, Table 1. Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents.

\*\*Concurrently, contractor must submit a copy of the deliverable and the cover letter through GSA's Electronic Ordering System (ITSS).

#### **5.3.1** Inspection and Acceptance of Services

All reports and task deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Government within a reasonable period of time in accordance with FAR 52.212-4 and the acceptance criteria set forth in the QASP (Attachment 3).

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights –

- Within a reasonable time after the defect was discovered or should have been discovered; and
- Before any substantial change occurs in the condition of the item, unless the change is due to the
  defect in the item.

Only the Contracting Officer's Representative (COR), their designated alternate, the GSA Project Manager (PM) or GSA Contracting Officer (CO) has the authority to inspect, accept, or reject all deliverables. Final acceptance of all deliverables will be provided in writing, or in electronic format, to the GSA PM or GSA CO within 30 days from the end of the project.

#### **5.3.2** Contractor Quality Control Requirements

The project is for performance based commercial services. The contractor shall develop and maintain a quality process to ensure services are performed in accordance with commonly accepted commercial practices and existing quality control systems throughout the life of the order.

The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. However, the government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the government's interests. The contractor must control the quality of the services and deliverables provided in support of this task; the contractor must maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the government if requested.

The contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the services are performed in accordance with PWS and commonly accepted commercial practices, throughout the life of the project. The QCP shall include a Quality Control Matrix (QCM) that addresses all deliverables in Section 5.1. The QCM shall reflect the method by which the Contractor shall meet the level of required performance and quality reflected in Section 5.1.

The Contractor shall submit a Quality Control Plan (QCP) 15 days post contract award. If changes are made after contract award, the Contractor shall submit a comprehensive written QCP with changes to the CO within 5 working days after changes are made. The QCP shall reflect the quality approach of the vendor as it applies to the key areas of the offeror's approach to the PWS.

Quality assurance is the responsibility of the Government. The Government shall evaluate the contractor's performance under this contract in accordance with the QASP. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). Refer to Attachment 3 for the QASP.

## 5.4 Desired Skills and Knowledge

Refer to 5.5 Labor Categories

## 5.5 Man Hours/Labor Categories

The total estimated level of effort (LOE) as identified in Table 2 below is intended to be used for proposal estimation/preparation. The awarded estimate for each labor category is considered a labor category ceiling. The actual LOE required in performance of the contract may vary from the proposed estimate. Contractor is not required to provide a crosswalk between their OASIS labor categories and the labor categories included in this solicitation.

All personnel will be required to have and maintain at a minimum a **SECRET** level clearance. A monthly listing of employees shall be submitted to the Contracting Officer and one copy to the Contracting Officer's Representative. The listing must state continuing employees and new employees. The Government reserves the right to request a copy of a resume at any time. The minimum standards of education and experience shall be maintained throughout the term of the Contract.

#### **5.5.1** For LABOR CATEGORY POSITION DESCRIPTIONS, see below:

• Senior Program Manager: Minimum of 10 years' experience in program management of Electro-Optics and radio frequency precision guided weapons test and evaluation on domestic and foreign systems. The manager may be required to provide program management support to assist in the

development, promulgation and execution of technical direction and policy guidance for the Center for Countermeasures. The contractor may be required to provide assistance in the development and execution of Inter-Service support agreements with all DoD Services. The contractor may be required to support the development, submission and execution of an annual Center for Countermeasures program budget. The contractor may be required to assist with coordinating countermeasure/counter-countermeasure (CM/CCM) T&E reporting with the heads of the OSD Components. The contractor may need to assist in the preparation of Director Operational Test and Evaluation (DOT&E) reports for all matters relating to the Center for Countermeasures. These reports will include, but are not limited to, reports on the Center's mission execution, test analysis and results, reports on Joint Service activity and the Center's budget/program execution. The contractor may be required to assist in the development of Cooperative Test and Evaluation Memorandums of Understanding (MOUs) and Cooperative Test and Evaluation Project Arrangements. The contractor may be required to assist in the planning for, scheduling and execution of DOT&E sponsored meetings, conferences and symposiums. When required, act as event coordinator and facilitator during the scheduled event activities. The senior program manager is required to lead a group of engineers, technicians, and computer personnel to develop electrooptical and radio frequency instrumentation for the purposes of precision guided weapon testing within a countermeasure and counter-countermeasures environment, and to collect and analyze electro-optical and radio frequency data. The manager will be required to produce monthly progress reports that include project fund expenditures, status, and possible issues and solutions.

- Program Support Specialist: Requires a High School Diploma or equivalent. Preferred to have an AA/2-year degree. Requires 3 to 5 years' experience in program administration. Performs numerous project management functions necessary to support program administration. Functions include responsibility for the preparation of Project Plans, schedules, budget estimates, travel requests, material ordering, and project status reports. Requires a thorough knowledge of project management methods, and applicable DOD standards.
- Computer Programmer: Baccalaureate in electrical, electronic engineering, computer sciences, science, or mathematics and a minimum of 7 years of programming experience or 3 years of scientific programming experience. Must be proficient in the use of LABVIEW, MATLAB, Excel and Windows operating systems. The programmer should be familiar integrating electro-optical and radio frequency test instrumentation within software controls environment, and be familiar with processing techniques used to convert raw electro-optical and radio frequency data to engineering units. The computer programmer shall exercises independent judgment, and produce integrated hardware and software programs on complex test instrumentation for the collection and reduction of electro-optical and radio frequency data and reduction. The computer engineer is required to perform regression testing, and document programs.
- Senior Electronics Engineer/Senior Physicist: Baccalaureate in electronics engineering, electrical engineering, or physics with a minimum of ten years' experience. The senior engineer shall exercise independent judgment in performing engineer analysis of field test data on domestic and foreign electro-optic or radio frequency precision guided weapon systems. The Senior Electronics Engineer/Senior Physicist may conduct research into physical phenomena, develop theories on observations and experiments on domestic and foreign electro-optic or radio frequency precision guided weapon systems and associated countermeasures and counter-

countermeasures. The Senior Electronics Engineer or Senior Physicist may be required to perform field testing within the continental United States, be responsible for data collection and analysis of collected data. This Senior Electronics Engineer/Senior Physicist will work directly with United States Armed Services program manager for the design of test and analysis of the data.

- Journeyman Electronics Engineer/Journeyman Physicist: Baccalaureate in electronics engineering, electrical engineering, or physics with a minimum of three to ten years' experience. The journeyman electronic engineer/journeyman physicist would assist with design, development, operations, maintenance and repair of electronic equipment/instrumentation, and electronic equipment/instrumentation controls with minimal supervision. The journeyman electronics engineer/senior physicist may assist senior engineer/senior physicist to conduct research into physical phenomena, develop theories on observations and experiments on domestic and foreign electro-optic or radio frequency precision guided weapon systems tested in a countermeasure and counter-countermeasure environment. The journeyman electronics engineer/senior physicist may be required to document test plans, test directives, and analysis reports. The journeyman electronics engineer/senior physicist is required to document instrumentation integration block diagrams, instrumentation control manuals, repair documentation, and how to operational manuals on test items developed and currently operated, field testing within the continental United States, and is responsible for the collection of test data.
- Junior Electronics Engineer/Junior Physicist: Baccalaureate in electronics engineering, electrical engineering, or physics with up to three years' experience in the research, design, development, operation, and repair of electronic test equipment/instrumentation. The junior electronic engineer/junior physicist would assist more experienced engineers, technicians and/or physicists in design, development, operations, maintenance and repair of electronic equipment/instrumentation, and electronic equipment/instrumentation controls for field testing of electro-optical and radio frequency precision guided weapons systems in a countermeasures and counter-countermeasure environment. The duties include field testing and TDY travel and also may include documenting repairs, preparing how to operational manuals, and collecting and verifying data products.
- Electronics Technician Maintenance I: The Electronics Technician Maintenance I applies basic technical knowledge to perform simple or routine tasks following detailed instructions, performs such tasks as replacing components, wiring circuits, repairing simple electronic equipment; and collecting test data from instruments such as digital multi-meters, signal generators, semiconductor testers, curve tracers, and oscilloscopes. This person will be required to operate complex test instrumentation within an electro-optical and radio frequency precision guided weapons field tests performed in a countermeasure and counter-countermeasure environment within the continental United States. This person works under close supervision receiving technical guidance from supervisor or higher-level engineers and technicians. Must have a high school diploma or equivalent and preferably a minimum of 2 years of applicable or directly related work experience. Requires a detailed understanding of electrical and electronic systems. such tasks as making circuit analyses of existing systems, making system calculations to determine proper design changes, troubleshooting electrical, electronic, and mechanical systems, and assesses complex test instruments and techniques relating to test fixtures, control systems, and data acquisition systems in support of chamber testing.

- Electronics Technician Maintenance II: The Electronics Technician Maintenance II applies basic and some advanced technical knowledge to solve routine problems by interpreting manufacturers' manuals or similar documents. Work requires familiarity with the interrelationships of circuits and judgment in planning work sequence, in selecting tools, testing instruments, and is reviewed for compliance with accepted practices. This technician will be required to operate, maintain, and repair complex test instrumentation within an electro-optical and radio frequency precision guided weapons field tests performed in a countermeasure and counter-countermeasure environment within the continental United States. This technician works under immediate supervision and achieves technical guidance, as required, from supervisor or higher-level engineer or technicians. Must have a high school diploma or equivalent and preferably a minimum of 5 years of applicable or directly related work experience. The Electronics Technician Maintenance II requires detailed understanding of electrical and electronic systems. such tasks as making circuit analyses of existing systems, making system calculations to determine proper design changes, troubleshooting electrical, electronic, and mechanical systems, and assesses complex test instruments and techniques relating to test fixtures, control systems, and data acquisition systems in support of chamber testing.
- Electronics Technician Maintenance III: The Electronics Technician Maintenance III applies advanced technical knowledge to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals or similar documents. Examples of such problems include repairing, replacing, and incorporating test instrumentation within a complex electro-optical or radio frequency test instrumentation used for precision guided weapon testing within a countermeasure and counter-counter measure environment. Work typically requires an understanding of the interrelationships of circuits, exercising independent judgment in performing such tasks as making circuit analyses, calculating wave forms, and tracing relationships in signal flow, using complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment. This technician will be required to operate, maintain, and repair complex test instrumentation within an electro-optical and radio frequency precision guided weapons field tests performed in a countermeasure and counter-countermeasure environment within the continental United States. Work may be reviewed by supervisor for general compliance with accepted practices. This position may provide technical guidance to lower level technicians. Must have a high school diploma or equivalent and preferably a minimum of 7 years of applicable or directly related work experience. Requires a detailed understanding of electrical and electronic systems. such tasks as making circuit analyses of existing systems, making system calculations to determine proper design changes, troubleshooting electrical, electronic, and mechanical systems, and assesses complex test instruments and techniques relating to test fixtures, control systems, and data acquisition systems in support of chamber testing.
- Senior Mechanical Engineer: MA/MS in Mechanical Engineering with at least ten years'
  experience. The Senior Mechanical Engineer may work high-visibility or mission critical aspects of
  a given program and performs all functional duties independently. A Senior Mechanical Engineer
  may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned
  to a specific job. The Senior Mechanical Engineer performs engineering duties in planning and
  designing tools, engines, machines, and other mechanically functioning equipment. The Senior
  Mechanical Engineer may oversee installation, operation, maintenance and repair of equipment.

- Journeyman Mechanical Engineer: Baccalaureate in Mechanical Engineering with three to ten years' experience. The Journeyman Mechanical Engineer may assist on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Journeyman Mechanical Engineer may oversee the efforts of less senior staff and/or be responsible for the efforts of all staff assigned to a specific job. The Journeyman Mechanical Engineer performs engineering duties in planning and designing tools, engines, machines, and other mechanically functioning equipment. The Journeyman Mechanical Engineer may assist or work independently on the installation, operation, maintenance and repair of equipment.
- Junior Mechanical Engineer: Baccalaureate in Mechanical Engineering with up to three years'
  experience. The Junior Mechanical Engineer performs functional duties under close supervision by
  a more senior staff member. A Junior Mechanical Engineer may assist with the efforts of more
  senior staff assigned to a specific job. A Junior Mechanical Engineer may perform engineering
  duties in planning and designing tools, engines, machines, and other mechanically functioning
  equipment or assist with the installation, operation, maintenance and repair of equipment.
- Subject Matter Expert (SME): A Subject Matter Expert is an individual whose qualifications and/or particular expertise are exceptional and/or highly unique. Subject Matter Experts do not have specific experience/education qualifications, but are typically identified as recognized Industry leaders for a given area of expertise. Subject Matter Experts typically perform the following kinds of functions: Initiates, supervises, and/or develops requirements from a project's inception to conclusion for complex to extremely complex programs; Provides strategic advice, technical guidance and expertise to program and project staff; Provides detailed analysis, evaluation and recommendations for improvements, optimization development, and/or maintenance efforts for client-specific or mission critical challenges/issues; Consults with client to define need or problem supervises studies and leads surveys to collect and analyze data to provide advice and recommend solutions.

**Note:** The Contractor shall request a waiver if any individual proposed to be on Contractor's staff does not meet the requirements. The waiver shall explain any unique work experience, education or other credentials, which would serve to adequately substitute for required qualifications. Government shall determine acceptable substitution of experience for education.

**Note:** The Contractor shall maintain a daily record of regular and overtime hours worked, specifying the applicable delivery order number, expenditure order/worked orders, and labor categories. This weekly data will be used to compile the contract required Monthly performance and cost reports.

#### 5.5.2 Estimated Level of Effort (Total LOE)

Not a Guaranteed Minimum Labor Chart, Provided for proposal preparation purposes.

The labor rates proposed and awarded under the terms of this contract/project shall be applicable to work performed anywhere in the contiguous US for all labor categories that are determined to be professional in nature. For non-professional labor categories for which either the Davis Bacon Act or the Service Contract Act (SCA) apply, the contractor shall pay at least the wages required by the prevailing wage rates as applicable. The SCA Wage determination for the Government site is located at Appendix H. The wage

determination for the Contractor's location, if necessary, will be incorporated upon award.

All labor categories require a High School diploma or High School Equivalency certificate/degree.

**NOTE: Proposed alternative solutions will be considered.** If the offeror desires/chooses to propose alternative solutions the offeror must provide the rationale explaining why they chose to deviate from the proposed mix (labor category, hours or ODC to labor hour mix) so that it is clear that they understand the requirement. Any deviation without supporting rationale may render your quote unacceptable as the government may be unable to determine if the offeror sufficiently understands the task order requirements. The Government considers 1,920 hours (excludes holidays) to be a full years labor for one individual. The government may accept a quote containing a justified alternative level of effort solution as part of a best value determination.

Labor shall be performed at the rate agreed to at the time of contract award for the base period (and option periods, if applicable), and no additional rate increases shall be allowed after award. All awarded rates shall be fully-burdened labor rates, and the rates shall not be subject to "finalized audited rates" by the Defense Contract Management Agency (DCMA) or other third party auditor.

The awarded estimate for each labor category is considered a labor category ceiling. After award, the contractor must not utilize and subsequently bill above each awarded labor category ceiling without a written modification from the Contracting Officer. Within those labor category ceiling amounts, the contractor must not independently decide which labor categories may be utilized and subsequently billed in support of the client's requirements without prior written approval from the client and GSA COR. Prior to assigning any contractor employees to a labor category to perform work under the terms and conditions of this requirement/PWS, the contractor must obtain the written approval of the client and GSA COR. The contractor understands that neither the funded amount, ceiling value, nor the hours on the T&M task order, is a guarantee to the contractor. The total task order ceiling value may not be exceeded without a written modification from the Contracting Officer.

The LOE provided by the government provides the categories of labor and estimates labor hours associated with each category. This LOE estimate has been developed by the Government for use by the offeror in development of a proposal. The LOE is provided so as to be clearly quantified and addressed in the proposal. Any deviation without supporting rationale may render your quote unacceptable. The actual LOE required in performance of the contract may vary from the proposed estimate. The awarded estimate for each labor category is considered a labor category ceiling.

Table 2 Estimated Manhours By Labor Category

	, , ,
Labor Category	Estimated Hours by Labor Category

	Base	OY1	OY2	OY3	OY4
Senior Program Manager	1,920	1,920	1,920	1,920	1,920
Program Support Specialist	1,920	1,920	1,920	1,920	1,920
Computer Programmer	1,920	1,920	1,920	1,920	1,920
Senior Electronics Engineer/Senior Physicist	1,920	1,920	1,920	1,920	1,920
Journeyman Electronics Engineer/Journeyman Physicist	480	480	480	480	480
Junior Electronics Engineer/Junior Physicist	480	480	480	480	480
Electronic Technician Maintenance I	480	480	480	480	480
Electronic Technician Maintenance II	480	480	480	480	480
Electronic Technician Maintenance III	480	480	480	480	480
Senior Mechanical Engineer	480	480	480	480	480
Journeyman Mechanical Engineer	480	480	480	480	480
Junior Mechanical Engineer	480	480	480	480	480
Subject Matter Expert	480	480	480	480	480
TOTAL	12,000	12,000	12,000	12,000	12,000

Work to be performed under this contract will be either at the Contractors facility, on-site at the Government Facility or be performed at various test sites in which CCM operates. The Contractor shall perform assigned projects at the Center sites specified in the assigned projects dependent on the nature of the task and the work location will be specified in the project or project as needed. Occasions may arise where work needing to be completed could be accomplished off-base. Each case will be approved by the COR to determine if it is in the best interest of the Government. If projects require Contractor employees to travel to an alternate site for performance, travel costs shall be identified at the time the project is made pursuant to the terms of the contract. The government considers 1920 hours to be equivalent of one Full-time

Equivalent Employee (FTEE) unit.

**Note:** The Contractor shall notify the Contracting Officer and GSA Project Manager (GSA COR), in writing, whenever it has reason to believe that any Labor Category hours have met 75% of the proposed hours per Option Period/CLIN.

#### 5.6 PERSONNEL

#### 5.6.1 Contractor Identification/Employee Guidelines

All Contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-Government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing above the waist or be displayed from a chain or other mechanism worn around the neck.

Contractor workspace onsite at the Government facility (office, laboratory, desk, etc.) shall contain a sign signifying the space is occupied by "Contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location of signs with the COR.

Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, sending e-mails and fax, presenting briefings, conducting or attending meeting/seminars.

All Contractor correspondence (written, facsimile, and e-mail display) shall include their company name and email signatures for contractor personnel shall clearly identify them as contractors and include their company name.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### 5.6.2 Contractor Employee Guidelines

Clause 52.203-13 Contractor Code of Business Ethics and Conduct, is incorporated at the Base contract level and emphasized for this task order.

The CO may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The employee(s) should be removed immediately and replaced with an employee(s) that can provide the same level of service and approved by the CO, to ensure the labor category is similar or the same. The Contractor shall not employ persons on this call order if such employees are identified to the Contractor by the CO or the COR, as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

## 5.6.3 Key Personnel

The following personnel are considered key personnel by the Government:

Senior Program Manager

The Contractor shall provide a Program Manager who shall be responsible for the performance of the work and who can sign contractual documents and with whom the Government Contracting Officer can perform discussions associated with this requirement. The names of these persons and an alternate designee who can act on behalf of the Program Manager's absence shall be designated in writing to the CO upon contract award. The Program Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Program Manager or alternate shall be available between 9:00 a.m. and 5:00 p.m. Central Standard Time (CST), Monday thru Friday, except Federal holidays.

- **5.6.2.1** Government Concurrence of Key Personnel Movement: The contractor agrees that key personnel shall not be removed, reassigned, or replaced without Government concurrence and shall be replaced by equally qualified personnel.
- **5.6.2.2 Temporary Key Personnel**: A temporary replacement shall be assigned when Key Personnel are unavailable for a continuous period expected to exceed one (1) workday or reassigned to different work within the contract for a continuous period expected to exceed five (5) work day.
- 5.6.2.3 Government Notification of Key Personnel Replacement: The Contractor shall notify the CO, in writing, at least two weeks in advance of replacing key personnel. The CO shall review the qualifications of the replacement personnel prior to the Contractor making the final employment commitment. All requests for approval of substitutions hereunder shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). The request shall contain a complete resume for the proposed substitute, and any other information requested by the CO to approve or disapprove the proposed substitution. The CO or authorized representative will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof in writing.
- **5.6.2.4 Replacement of Key Personnel:** When during the performance of this contract, the Contractor intends to replace any one of the key personnel, the Contractor shall make available to the Government, upon request, the resume of the individual to fill the specified position to ascertain if the minimum standards or higher set forth in the PWS are complied with and maintained.

#### 5.7 Travel

Support of this requirement will include travel within the Contiguous United States (CONUS) and outside CONUS (OCONUS). Travel shall be a cost reimbursable expense. The Government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destinations.

The below table includes an estimate (no quarantee) of travel based upon limited historical data.

Total Estimated Travel Costs (Base and Four Options):

Base Year	\$ B-4	
Option Year 1	\$ B-4	
Option Year 2	\$ B-4	
Option Year 3	\$ B-4	
Option Year 4	\$ B-4	
Total Estimated Travel	\$ B-4	

**Note:** This information is provided for estimating purposes only, and is not guaranteed figures. These dollar amounts represent the project travel ceiling amounts. All offerors shall include these specific amounts in their proposals. Any deviations from the Government estimated travel costs listed above may render the offeror's proposal unacceptable, and it may no longer be considered for award.

#### 5.7.1 Travel Requirements

All travel shall be scheduled, to the greatest extent possible, at least two weeks in advance, and shall be approved by the COR prior to making travel reservations. If travel is not approved in advance of the travel taking place, the Government will not reimburse for the travel expenses. Emergency requirements shall be defined/initiated and approved/validated by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and all lodging shall be at or below allowable, published lodging rates for the respective locality. The contractor is required to ensure good stewardship of travel funds, and shall seek rates lower than the approved FTR lodging rates whenever possible. The contractor shall locate and utilize the airport that will provide the lowest total cost of travel possible. The contractor is required to submit a cost benefit analysis to support any travel prior to incurring travel expenses to the COR [this documentation shall also be submitted with the contractor's invoice]. Excessive travel costs shall not be allowed.

In the event lodging is not available at the published lodging rates (or below the published rates), the contractor shall request approval by submitting a complete explanation of the circumstances in advance of the travel dates, and the backup documentation from at least three hotels in the TDY location to substantiate the unavailability claim form, directly to the COR. Travel charges over and above allowable lodging rates and/or per diem without proper approval and support documentation from three lodging facilities, shall be paid at the expense of the contractor. The contractor shall make every effort to save Government dollars, to stay at hotels that are below the Government rate, negotiate the lowest airfares and car rentals, and shall plan travel in as far advance as possible.

\*\*\* NOTE: Travel shall be a direct reimbursed expense, at cost. Costs above and beyond the approved rates, and costs that are unreasonable, shall not be reimbursed by the Government.

#### 5.7.2 Contractor Travel

The contractor may be required to travel to White Sands Missile Range (WSMR), NM, other DoD test/training ranges within CONUS or OCONUS as defined in a project or directed by the Government. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Federal Travel Regulation (JFTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. The Contractor shall be required to make all travel arrangements to include transmitting clearances/visit requests, arranging for transportation, lodging and any other necessary arrangements to meet the travel requirement in accordance with the JFTR. The Contractor shall be expected to coordinate travel itineraries with CCM prior to making travel

arrangements. No fee will be allowed for travel costs.

The Contractor shall be authorized travel expenses consistent with the provisions of FAR 31.205-46 Travel Costs and the limitation of funds specified in this contract. The government may require contractor employees to work extended hours while on travel. Travel Authorization Requests and Extended Work Hour requests shall be made to the COR in advance of the travel start date for COR approval. Approval must be received prior to commencement of travel by the Contractor.

#### 5.7.3 Approval of Travel

Travel is subject to prior approval by the Government, specifically the COR through the Consent to Purchase (CTP) process defined later in this PWS. The vendor will make every effort to make requests a minimum of 2 -weeks prior to travel and will provide an estimate of travel costs as part of the request.

After travel is incurred, documentation/receipts are required for invoicing. See Section 7. 3 for further details regarding invoicing for travel.

The COR shall approve travel (in writing on the CTP form) valued below \$5,000.00 per trip. The GSA CO shall approve all travel expenses in excess of \$5,000.00.

## 5.7.4 Trip Reports

If requested by the government, the Contractor shall submit a trip report within 5 working days after completion of travel. The contractor shall submit Trip Reports when submitting monthly invoices after completion of a when requested by Government COR. Trip reports shall be uploaded into ITSS once a month when invoices are uploaded.

The Trip Report shall include the following information:

- · Personnel traveled
- Dates of travel
- Destination(s)
- Purpose of Trip; contract effort supported and Task Order ID number; Government Agency supported (if
  - applicable), explain the benefits of the travel to the Government.
- Actual Trip Costs
- Approval Authority
- Summary of events

## 5.8 Materials/Hardware/ODCs and Ancillary Supplies and/or Services

The below table includes an estimate (no guarantee) of material/hardware/ODCs and Ancillary costs based upon limited historical data. Material/Hardware/ODC amounts are subject to change. The Government reserves the right to change the actual awarded Material/Hardware/ODC amounts.

Total Estimated Material/Hardware/ODCs and Ancillary Costs (Base and Four Options):

Other Direct Costs (ODCs)					
Base Year	\$	B-4			
Option Year 1	\$	B-4			

Option Year 2	\$ B-4	
Option Year 3	\$ B-4	
Option Year 4	\$ B-4	
Total Other Direct Costs	\$ B-4	

**Note:** This information is provided for estimating purposes only, and is not guaranteed figures. These dollar amounts represent the project material ceiling amounts. All offerors shall include these specific amounts in their proposals unless ration ale for any proposed deviations from this amount are provided. Any deviation without supporting rationale may render your proposal unacceptable as the Government may be unable to determine if the offeror sufficiently understands the task order requirements. Any deviations from the Government estimated travel costs listed above may render the offeror's proposal unacceptable, and it may no longer be considered for award.

The Contractor shall have a Government Approved Purchasing System in accordance with FAR Part 44 to be eligible for award. (1) Offerors must provide verification from a cognizant audit agency that their accounting system had been audited and deemed adequate for determining applicable costs to the contract the price offering is based upon; such as, an approved DCAA audit report. (2) Offerors must provide a statement of compliance with the CTP procedures and the FAR, GSAR and client agency regulatory requirements if awarded this order, and (3) Offerors must provide documentation from the cognizant agency that the Contractor has a Government Approved Purchasing System.

Whenever possible, ODCs or materials required supporting a T&M project on an order shall be procured via what is known as a FAR 51 Deviation acquisition. If items are not available under an active Federal Supply Schedule (FSS) contract, the contractor shall provide evidence of this fact in their CTP package. If this occurs, and items may not be available under the terms of a FAR 51 Deviation, the procurement of ODCs will be made on an "open market" basis.

#### 5.8.1 Methods of Material/ODC Procurement

## Consent To Purchase Procedures for Other Direct Cost

For sole source ODC's over \$250,000, the Consent to Purchase (CTP) package including adequate justification supporting sole source or brand name specific restrictions must be provided to the COR and then to the GSA CO for approval prior to purchase. The CO will require that the awardee provide adequate support for the pricing. This may include historical data or historical sales data including company/date of order/quantity/unit price/descriptive info matching the requirement, etc. to support the reasonableness of the price.

All other ODC's must be approved by the COR via writing prior to purchase and that approval along with supporting documentation must be uploaded with the invoice. The GSA Contracting Officer will audit this CTP documentation for sufficiency.

#### 5.8.2 Applicable FAR 51 Deviation Contract Clause:

FAR 52.251-1 - Government Supply Sources (Apr 2012) is already incorporated by reference in the base

#### GSA contract.

FAR 51 Deviation Procurement Processes: ODC's may be procured under the Federal Acquisition Regulation (FAR) 51 Use of Government Sources by Contractors, the GSA Contractor Officer written determination, and in accordance with FAR Clause 52.251-1 Government Supply Sources. Under the FAR 51 authorization, the awarded contractor will receive authorization from the Contracting Officer via letter to acquire the equipment/supplies that are ancillary in nature, yet integral to the overall requirement. The prime contractor shall follow the parameters set forth within the authorization letter provided by the Contracting Officer, and as described below for procuring ODC's. Vesting of title for supplies purchased under the FAR 51 authorization shall be owned by the Government.

As a user of this authority, the awarded contractor must comply with the following:

- a. Follow any applicable FSS ordering procedures in addition to procedures outlined in FAR 8.405-1(d)(2)&(3), FAR 51, agency supplements, and other applicable statues and regulations
- b. Per 8.404(d), must maintain documentation that the price reductions were requested and document outcome of request.
- c. In the event of any inconsistency between the terms and conditions of an order and those of their FSS contract, the terms and conditions of their FSS contract will govern
- d. Pass through supplies and/or services at the Schedule contract price (or lower) with no fee/surcharge/markup. If supplies and/or services are provided by the selling contractor at lower than the contract price, the savings must be passed on to the government by charging the ordering activity accordingly.
- e. Ensure that the products and/or services procured under the FAR 51 procedures are ancillary to the overall project
- f. Provide a written copy of the authorization from the ordering activity with each applicable order
- g. Ensure that the Schedule contract number is on each order
- h. Remit full payment to the selling contractor prior to invoicing the ordering activity
- i. Not issue any orders under the FAR 51 deviation authority to their own firm(s), subsidiary(s), subcontractors or teaming partners

j. Ensure that the selling I	FSS contracto	or includes on	each invoice th	e following infori	mation which	can be
obtained from the official	GSA FAR 51	<b>Deviation Au</b>	thorization Lette	r: "in care of GS	A under writte	en
authorization from	dated	"				

#### 5.8.3 Additional Considerations

**5.8.3.1 Warranty Service** - The standard commercial warranties shall apply per the terms and conditions

of the contract/project. Documentation should detail who is responsible for resolving such warranty issues as who should the government contact and when; who will come in and correct the problem; and how will compensation be made within the team.

## 5.8.3.2 Green/Sustainable Procurement Practices/Requirements:

## 5.8.3.2.1 Sustainability Requirements

In accordance with FAR 23.103, "Sustainable Acquisitions," Federal agencies shall advance sustainable acquisition by ensuring that 95 percent of new contract actions for the supply of products and for the acquisition of services (including construction) require that the products are— (1) Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)-designated);(2) Water-efficient; (3) Biobased; (4) Environmentally preferable (e.g., EPEAT-registered, or non-toxic or less toxic alternatives); (5) Non-ozone depleting; or (6) Made with recovered materials. And, that the required products in the contract actions for services include products that are— (1) Delivered to the Government during performance; (2) Acquired by the contractor for use in performing services at a Federally-controlled facility; or (3) Furnished by the contractor for use by the Government.

The purpose of the statutes and executive orders is to create, demonstrate the viability of, and sustain markets for green products and services. Green purchasing requirements apply to direct purchase of products by the Government, products supplied or used in the performance of a Government contract, micro-purchases, simplified acquisitions, and the purchases of commercial items. Below is a chart representing the elements of FAR Part 23 that apply to this PWS requirements defined in this PWS. If for any reason the Government has failed to identify an applicable requirement in the chart below, the contractor shall notify the Government immediate and a modification to the PWS clauses and the chart below shall be completed. The contractor shall comply with the Executive Orders, and applicable Laws/official "Acts" and Government timelines that are enacted/in place at the time of contract award, without exception.

Designated Sustainable Procurement Categories	Reference Materials	Applicable/Not Applicable to PWS Requirements
Environmental Protection Agency (EPA) designated recycled content products (Eight EPA categories are: vehicles, construction, transportation, parks and recreation, non-paper office products, paper and miscellaneous products (e.g., awards, bike racks, industrial drums,	FAR 11.002(d), Resource Conservation and Recovery Act section 6002, Executive Order (E.O.) 13423 and 13514; FAR 52.223-17; www.epa.gov/cpg	Applicable
signage, sorbents, plaques, etc.)		
Information technology related	FAR 11.002(d), FAR 23.204, FAR	Not Applicable
Energy Star® energy products (e.g., fluorescent lamps, exit signs,	52.223-15, Energy Independence and Security Act of 2007	
transformers, etc.)	http://www.energystar.gov	
Federal Energy Management	FAR 11.002(d), E.O.s 13423, 13514,	Applicable
Program (FEMP) designated energy	and 13221, http://www.energystar.gov	Арріїсаріс

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efficient low standby power products		
Department of Agriculture designated biobased/bio-preferred products (examples of USDA designations: Mobile equipment hydraulic fluids, Urethane roof coatings, Water tank coatings, Diesel fuel additives, Penetrating lubricants, Bedding, bed linens, towels, sorbents, hand cleaners and sanitizers, adhesives/mastic removers, composite panels, etc.)	FAR 11.002(d), FAR 52.223-1, FAR 52.223-2, Farm Security and Rural Investment Act of 2002 section 9002, E.O. 13423; http://www.usda.gov/biopreferred	Applicable
Environmentally preferable products (e.g., green cleaning products, cafeteriaware (biobased disposable plates, forks, etc., furniture, electronic office equipment, green meetings and conference services, etc.)	FAR 11.002(d), E.O.s 13423 and 13514; www.epa.gov/epp	Not Applicable
Electronic Product Environmental Assessment Tool (EPEAT) registered products	FAR 11.002(d), E.O. 13423 and 13514, FAR 52.223-16 (for EPEAT bronze registered products or higher) or Alt I for purchasing EPEAT silver rated products or higher; For more information about the standards: <a href="http://www.epeat.net">http://www.epeat.net</a>	Not Applicable
Water-efficient products	FAR 11.002(d); E.O. 13514 Section 2	Applicable
Non-ozone-depleting substances (e.g., refrigeration, foam blowing agents, sterilants, aerosols, adhesives, etc.)	FAR 11.002(d); E.O. 13514 www.epa.gov/ozone/snap/lists/index. html	Applicable
Non or low toxic or hazardous constituents	FAR 11.002(d), FAR 52.223-17	Applicable
Printed or Copied Double Sided on Recycled Paper (All deliverables shall be submitted electronically to the Government, no paper copies necessary)	FAR 4.303, FAR 11.303, FAR 52.204-4	Applicable
Pollution Prevention	FAR 23.1005, FAR 52.223-5 (Alt I or Alt II as applicable).	Applicable

# 6.0 Order Requirements Information

# 6.1 Type of Task

This is a performance based, commercial project issued in accordance with FAR Subpart 16.6 Time and Materials (T&M), and other applicable agency-specific regulatory supplements. The Contractor shall provide a single rate for each labor category which will be charged no matter if the prime Contractor or a Subcontractor is to perform the work. This T&M project will be an incrementally funded award using OASIS.

#### 6.2 CLIN Structure

The CLIN structure for each Option Year/Period will be as follows:

CLIN	SUPPLIES OR SERVICES
XXXX	Labor, Materials/ODC's, Travel (T&M)
XXXX	Oasis Contract Access Fee (CAF) (Cost Reimbursable)

#### 6.3 North American Industry Classification System Code (NAICS)

The applicable NAICS Code is 541712, Research and Development in the Physical, Engineering, and Life Sciences (except Bio-technology). The size standard is 500 employees. To be eligible for award, the contractor shall have this NAICS on their SAM.GOV registration.

## 6.4 Period of Performance (POP) and FAR Clauses in Full Text or by Reference

The POP for this task order is for a one (1) year base period + four (4) one year option periods. Period of Performance Start Date is estimated to begin September 26, 2018.

The following FAR clauses pertain to the task order, and are incorporated herein by reference and by full text:

- **6.4.1** Evaluation of Options: Options shall be evaluated in accordance with the provision (as included herein) at FAR 52.212-2(b), Evaluation Commercial Items.
- **6.4.2 FAR Clause 52.217-8 Option to Extend Services (NOV 1999):** The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days prior to the expiration of the contract. (*Incorporated by Full-text*)
- **6.4.3** FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000): The Government may extend the term of this contract by written notice to the Contractor at least 1 day prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

**6.4.4 GSAR 552.217-71 Notice Regarding Option(s) (NOV 1992):** The General Services Administration (GSA) has included an option to *extend the term of this contract* in order to demonstrate the value it places

on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

## 6.5 Performance Specifics

#### **6.5.1** Performance Location

The primary location for work performed under this contract shall be the Contractor's testing facilities. Occasionally, Contractor personnel shall be required to travel and perform work at U.S. Army White Sands Missile Range (WSMR), New Mexico or other CONUS and OCONUS locations. The WSMR main gate is located about 30 miles from Las Cruces and about 50 miles from El Paso, TX.

Contractor personnel shall not report to Government facilities to work nor remain at the work locations any time the Government is unexpectedly required to close their offices. The contractor shall not be compensated for these Government closures. The contractor is responsible for all notification of their contractor staff during times of closure.

## **6.5.2** Performance Time/Days

The Contractor is responsible for providing services 8 hours per day, 40 hours per week Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. However, operations or work performed at government facilities may take place under an Alternative Work Schedule / Compressed Work Schedule.

The workdays must include the core hours of 0900 to 1500. At government request, contractor employees may be required to work extended hours.

The Center operates on a 9 day/80 hour work schedule with the second Friday being the scheduled day off. Monday through Thursday, from 7:00 am to 4:30 pm (local time) except for Federal Holidays, the working Friday hours are from 7:00 am to 3:30 pm (local time) except for Federal Holidays. A one-half hour (30 min.) lunch period will be taken between the hours of 11:00am and 1:00pm. Deliveries will be accepted on regular scheduled workdays between 7:00 am and 4:30 pm (local time).

#### 6.5.3 Extended Work Week (EWW) Process

Any extended work week request must be approved (at a minimum of 24 hours in advance) in writing by the COR. The request must be accompanied by the Government POC approval with justification to the COR in advance. Extended hours will be approved on a case by case basis for a specific period of time for specific contractor personnel.

#### 6.5.4 Telework

Telework may be allowable on a limited case by case basis and request must be approved in writing by the COR in advance (at a minimum of 24 hours in advance). The request must include justification, specified time period, Government COR concurrence, location and contact information. A copy of Contractor's Telework policy along with a detailed description of how the employee's work hours will be monitored must accompany request.

## **6.5.5** Observed Federal Holidays

The following Federal holidays are observed by the Government and affect the contractor's ability to access Government's facilities or Government personnel:

New Year's Day: January 1st

Martin Luther King's Birthday: 3rd Monday in January

President's Day: 3<sup>rd</sup> Monday in February Memorial Day: Last Monday in May

Independence Day: July 4th

Labor Day: 1st Monday in September Columbus Day: 2nd Monday in October

Veterans Day: November 11th

Thanksgiving Day: 4th Thursday in November

Christmas: December 25th (and possibly the day after or before, depending on an executive order)

**NOTE:** The contractor shall not direct bill for holidays, sick days, vacation, etc., these costs are included in the <u>FULLY BURDENED T&M</u> task order rates.

In addition to the days designated as holidays, the Government may also observe the following days:

1. Any day designated by Federal Statute; Executive Order; or President's Proclamation

Notwithstanding holidays and Government closures, the Contractor shall perform in accordance with the terms established in OASIS and this project.

#### **6.5.6** Productive Labor Hours

For purposes of this order and specific services, the Government will pay only for <u>productive direct labor hours</u>, which are those hours expended by contractor personnel in performing work under the scope of this order. This does not include sick leave, vacation leave, holidays, jury duty, military leave, or any other kind of administrative leave.

"Direct labor hours" are those productive hours expended by Contractor personnel in performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

The estimated hours assigned to each labor category in the awarded price schedule may vary as GSA and the contractor mutually agree, but in no case will the variance result in an increase to the total not-to-exceed price of the contract as awarded.

If personnel have to obtain a background check prior to being able to perform under the terms of the order, the vendor is not permitted to bill (in the case of a T&M or an FFP/FFP LOE/Cost Reimbursable or other order type) until the contractor's personnel are fully able to perform the requirements of the PWS.

## 6.6 Training of Contractor Personnel

The Government, as defined in specific projects, may require training for Contractor employees. Agency/Government peculiar training will be provided by the Center. Training that is required by the project and obtainable through commercial resources will be reimbursed at the Government's expense. Such training requirements will be coordinated through and approved by the COR prior to scheduling training. Contractor is responsible for ensuring that employees meet all applicable minimum qualifications specified. Training required to meet specified qualifications will be at the Contractor's expense.

- 6.6.1 Operations Security (OPSEC) Training: All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete four (4) OPSEC classes: OPSEC 1301 Fundamentals; OPSEC Awareness for Military Members, DOD Employees, and Contractors; Social Media and Operations Security Training; and Social Networking. In addition all Contractor, and subcontractor employees will be required to complete the Threat Awareness Reporting Program (TARP) training for all contractors with security clearances. These shall be completed within 15 calendar days after contract start date. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee to the COR within 15 calendar days after completion through electronic email. These courses are available online at the following websites:
  - http://cdsetrain.dtic.mil/opsec/index.htm
     OPSEC 1301 OPSEC Fundamentals (4 Hours)
     http://cdsetrain.dtic.mil/opsec/index.htm
  - OPSEC Awareness for Military Members, DOD Employees, and Contractors (45 minutes)
    - -http://IA.SIGNAL.ARMY.MIL/SMS.ASP
  - (Social Media and Operations Security Training)
     http://iase.disa.mil/eta/sns\_v1/sn/launchPage.htm (Social Networking)
- 6.6.2 Antiterrorism Level I Training: All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, and controlled-access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee, to the COR and the CO through electronic email within 15 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <a href="https://icodirect.jten.mil/Atlas2/faces/page/login/Login.seam">https://icodirect.jten.mil/Atlas2/faces/page/login/Login.seam</a>.
- 6.6.3 iWATCH Training: The Contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity antiterrorism officer). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 15 calendar days after contract start date and the certificates of completion submitted to the COR through electronic email within 15 calendar days after completion. New

employees shall complete training and submit results to the COR before commencing work under the contract.

## 6.7 Government Property

**6.7.1** For this contract/project, Government property matters shall follow the same policies and procedures for Government Property under FAR Part 45, Government Property and other applicable agency specific regulatory supplements.

Unless otherwise specified, the Contractor shall provide all office equipment, materials, labor, ancillary products/services, and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of this contract/project.

Government Furnished Property shall be provided in accordance with Attachment 1 of this PWS, titled Government Furnished Property, Equipment and Services. A Government Property Management Plan shall be active, current and in force at all times during the performance period of this task. See the incorporated Government Property Clause (FAR Part 45) for additional requirements.

## 6.8 Government Supplied Equipment/Services

**6.8.1** Contractor personnel may be authorized to utilize and operate government-owned vehicles, GSA fleet vehicles, and government-owned material handling equipment (MHE) (e.g. fork lifts) at their duty site under the following conditions:

- The vehicles and equipment are used for official purposes only and solely in the performance of contract efforts. The contractor's use of such vehicles shall be in compliance with FAR 52.251-2 and DFARS 252.251-7001 which are incorporated into this contract.
- The contractor shall provide evidence of the proper licensing, training documentation, etc, to the government before such operation shall be authorized, and the Contractor shall comply with all lo cal policies and procedures regarding such operation.
- The motor vehicles shall not be used for transportation between residences and place of employment. Residence is defined to include temporary lodging such as hotels.
- The contractor shall be financially responsible for negligent damage to a vehicle or MHE.
   If the contractor is held responsible for damages, the contractor shall be charged all costs for removing and repairing the vehicle. If the vehicle is damaged beyond economical repair, all costs shall be charged to the contractor, including fair market value of the vehicle less any salvage value.
- The contractor shall provide evidence that motor vehicle liability insurance has been obtained covering bodily injury and property damage, protecting the contractor and the Government against third-party claims arising from the ownership, maintenance, or use of a vehicle.

The costs associated with the operation of Government vehicles (licensing, training, insurance) shall be at the contractor's expense.

#### 6.9 Contractor Acquired Government Furnished Property – Not Applicable

#### 6.10 Security

Homeland Security Presidential Directive-12 (HSPD-12): Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

### http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html.

In performance of services under this task, contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems by 27 October 2007, have been issued identification in compliance with HSPD-12 policy. In their solicitation response packages, offeror's shall confirm they will comply with the government client's identification procedure that is implementing HSPD-12 policy. The Security/Identification point of contact for the client agency that is responsible for implementing their HSPD-12 compliant policy is:

POC Name	Kenneth Quade
Office Symbol	CCM
Address	Bldg 1407
City, State, Zip	WSMR, NM, 88002
Email address	kenneth.d.quade.civ@mail.mil
Telephone Number	575.678.7255
FAX	575.678.7229

All costs associated with obtaining necessary clearances shall be borne by the contractor.

When a Contractor or their Subcontractors are required to have physical access to a Federal controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in projects that implement Homeland Security Presidential Directives-12 (HSPD-12).

#### Federal Information Security Management Act (FISMA) of 2014 Compliance:

FISMA compliance is access through annual accreditation and certification as required by Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) governed by Department of Defense Instruction 8510.01, dated March 12, 2014.

**Note:** This requirement must be met on any procurement, IT, PS, etc., where the Contractor shall have access to government electronic information. In order to satisfy this requirement, GSA requires the FISMA point of contact for the client agency that is responsible for maintaining their annual FISMA accreditation and certification:

Agency official for FISMA compliance below:

POC - Name	Ruben Vidal, CISSP
Office Symbol	CCM

Address	Bldg 1407 MLK Ave
City, State, Zip	WSMR, NM, 88002
Telephone #	575.678.7288
beFax #	575.628.7229
Email	ruben.r.vidal.civ@mail.mil

## 6.10.1 Tailored Security Requirements

All personnel will be required to have and maintain at a minimum a SECRET level clearance. Only those Contractors that meet the required security clearance levels are eligible to compete for this project.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses.

The contractor shall have a facility clearance at the SECRET level with No safeguarding capability. All personnel working this effort will be required to maintain a SECRET clearance unless specifically waived. . Contractor may have access to COMSEC material/equipment which will be required in the performance of this contract. Contractors requiring access to Classified COMSEC Material within a Government facility are subject to the Department of the Army Cryptographic Access Program (DACAP) IAW, AR 380-40. For access to COMSEC on site, a visit request is required and the visit request should indicate COMSEC briefing and date. Approval by the Government Task Leader (COR/CM OR COTR) is required prior to granting COMSEC access to a subcontractor.

Contractor shall have access to FOR OFFICAL USE ONLY (FOUO) and shall be handled IAW AR 25-55. In performing this contract Contractors will have access to classified material ONLY at another Government or Contractor facility as directed by the Government Task Leader (COR/CM OR COTR). Contractor may be required to access Security Classification guides (SCG) which may be located at the following site: <a href="https://www.dtic.mil">https://www.dtic.mil</a>. Contractor may be required to have access to classified information outside U.S. Locations include but not limited to Iraq, Afghanistan, Kuwait, Japan, Germany, France, Italy, England, COrea, Australia, Guam, Alaska, and Hawaii upon approval from COR/CM OR COTR. Contractor shall have access to Army Regulations, the contractor can go to the following website for Defense Technical Information Center (DTIC) and register for Scientific and Technical Information Services. All contractors should have access to DTIC: <a href="https://www.dtic.mil">https://www.dtic.mil</a>. Contractor personnel performing Information Technology (IT) sensitive duties on site may be required an investigation, IAW AR 25-2.

Clearance: All contractors/subcontractors supporting this effort must be U.S. citizens. When a clearance is required, the contractor must obtain and maintain a minimum of a Secret Clearance. The Contractor shall ensure that all employees or subcontractor employees, who have worked on the installation during the contract performance period, be given a clearance form for completion prior to the employee's final departure from the Center. The clearance form identifies the various entities, organizations, and services available at White Sands Missile Range where an authorized individual's signature may be required. It is the Contractor's responsibility to clearly identify the appropriate designated areas that each employee must clear. Clearance requirements will vary for residents of White Sands Missile Range and non-residents.

The clearance form shall be reviewed and approved by the Contracting Officer or the COR prior to the departing employee obtaining required authorized signatures. The completed copy shall be delivered to the COR for final review, approval, and filing.

**Visit Request:** All visit requests shall go to the COR for coordination.

Contractors with valid U.S. Government contracts will be allowed to hire non-U.S. citizens to work or visit the Center during the duration of the contract under the following conditions: A list of foreign national employees must be provided to the Contracting Office and the Center at least five (5) working days prior to arrival on post. The list will contain name, nationality, green card "A" numbers, social security number, date of birth, driver license number and state where issued. The Contractor shall also list the date(s) foreign nationals will be on post. If a sensitive test or visit is scheduled during the dates provided, the Contracting Office will inform the Contractor where the work/visit may take place. Contracting Office will forward the list to the Counterintelligence and Law Enforcement and Security Offices for verification. Employees will not be allowed on post until verification process is complete. Once verification has been received, the COR is responsible to provide the Protocol Office the following information for badge preparation: name, Company and POC. The COR is also responsible to pick-up the badges and holders, issue them to the visitor and return them at the end of the visit.

Out Processing: All out processing shall go to the COR for coordination.

**Training:** All training MUST be completed as directed in the PWS and submitted to the COR.

**Badges:** Contractor employees must report to ID & Registration to obtain temporary or permanent badges. The prime Contractor is responsible for security badges and/or protective equipment issued to his employees and/or employees of his subcontractor(s). A designated representative (being an officer or supervisor of the prime Contractor) shall co-sign for each individual when obtaining the required item(s). Additionally, the Contractor shall provide to the Contracting Officer a list of employees needing equipment/badges under the awarded contract prior to initiation of work. At contract completion the Contractor shall be required to submit, to the Contracting Officer with his final billing, a "certificate of return" for all equipment/badges from the cognizant office(s) before approval for final payment will be considered.

#### 6.10.1.1 Access and general protection/security policy and procedures

This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

#### 6.10.1.2 For contractors requiring Common Access Card (CAC)

Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the

following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD Federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

### 6.10.1.3 Facility Clearance Level

A facility clearance level (FCL) is when a Contractor's facility is eligible for access to classified information at the Confidential or Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441, DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of a FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor shall have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM. A clearance of Secret is required for this facility.

## 6.11 Other Requirements

### 6.11.1 Fire Protection Inspection

The Contractor shall adhere to WSMR and Center fire protection requirements.

The Government will provide fire protection to the Contractor's property to the extent required to preclude damage to property of the Government. The work will be performed at government owned and operated facilities. No separate contractor facilities are anticipated.

The Contractor's area is subject to frequent fire safety inspections by the Fire and Emergency Services (FES). All deficiencies noted shall be promptly corrected within 48 clock-hours or time determined by FES. The Contractor shall be liable for all damages and injuries resulting from his/her negligence, refer to FAR clause52.237-2 "Protection of Government Buildings, Equipment, and Vegetation in Section I.

#### 6.11.2 Safety and Accident Prevention

During performance of work under this contract, on premises that are under direct control of the Government, the Contractor shall: (1) conform to all safety rules and requirements issued by the Center Safety Office and in effect at time of award of contract; and (2) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention.

The Contractor shall take all reasonable steps and precautions to prevent accidents and preserve and protect personnel and property. Any violations of established safety and accident prevention rules and regulations, unless promptly corrected, will be grounds for termination of this contract pursuant to the "Default" provisions.

#### 6.11.3 Salvage and Excess Material

Any material removed from Government structures or property, which is not scheduled to be reused, and which had salvage value shall be turned in to the Center for salvage. Contractor shall segregate ferrous and nonferrous materials. Turn-in of salvage material shall be on a monthly basis and shall be coordinated

with the Center.

Excess materials and supplies which are not being utilized in the performance of this contract, and which are in new or usable condition, shall be turned in to the Center for possible re-issue. Turn-in of excess material and supplies shall be on a monthly basis and shall be coordinated with the Center.

## 6.12 Special Terms and Conditions/Requirements

#### 6.12.1 508 Compliance

The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Applicable standards are 1194.21-1194-26.

The Industry Partner should review the following websites for additional 508 information:

http://www.section508.gov/index.cfm?FuseAction=Content&ID=12

http://www.access-board.gov/508.htm

http://www.w3.org/WAI/Resources

#### 6.12.2 Post Award Orientation Conference

The Contractor shall attend the post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5, which shall be scheduled within 30 days of contract award. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. Attendance by the contractor shall be at no additional cost to the Government.

#### 6.12.3 Transition Plan (Phase In and Out of Project)

As requested by the CO, the Contractor shall provide a transition plan that outlines the designated time period and strategy to transition into the duties as the contractor and to transition out of the contract at the end of the period of performance. To minimize any decrease in productivity and to prevent possible negative impacts on additional services, the Contractor shall submit a Transition Phase In/Phase Out Plan with the proposal for evaluation.

6.12.3.1The contractor shall submit as a part of their proposal, a Phase-In Plan that clearly demonstrates a reasonable, realistic approach for assuming full contractual responsibility without disruption or degradation of performance within the 60 day transition period. The Plan will identify risks and the appropriate mitigation strategies. The Plan will propose a transition schedule and staffing plan that is realistic, achievable and affordable and identify trained and qualified resources on hand and

available to begin work on the effort.

**6.12.3.2**The Contractor shall submit as a part of their proposal, a Phase-Out Plan that clearly demonstrates a reasonable, realistic approach for relinquishing full contractual responsibility without disruption or degradation of performance during the last 60 days of contract performance. The Plan will identify risks and the appropriate mitigation strategies.

#### 6.12.4 Personal Services

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this project is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task:

- Contractor provides for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- Ensure close communication/coordination with the GSA PM, reporting problems to the PM as they occur (not waiting for a monthly meeting).
- Do not permit government officials to interview potential contractor employees, discuss individual
  performance, approve leave or work scheduling of contractor employees, terminate contractor employees,
  assist contractor employees in doing their jobs or obtain assistance from the contractor in doing
  Government job.
- Do not assign contractor personnel to work under direct government supervision.
- Maintain a professional distance from government employees.
- Provide contractor employees with badges, if appropriate, identifying them as contractors.
- Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job).
- Assign a task leader to the project. The task leader or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
- The government has the right to reject the finished product or result and this does not constitute personal services.
- When travel is required for the performance on a task, the contractor personnel are only to travel as directed by their contract management.

## 6.12.5 Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Clauses 52.224-1 Privacy Act Notification (Apr 1984) and 52.224-2 Privacy Act (Apr 1984) have both been incorporated in the base OASIS contract and is in full force and effect with this task order.

#### 6.12.6 Unilateral Modifications for Funds Management

The standard verbiage in FAR 52.212-4 (c), which is the paragraph titled "Changes," relating to "Contract Terms and Conditions – Commercial Items Clause" which states: "Changes to the terms and conditions of this contract may be made only by written agreement of the parties," is hereby tailored to allow unilateral

modifications to be issued after award of this task to obligate funding. The acceptance of the task award by the vendor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the GSA CO unilaterally. The vendor has responsibility for funds monitoring and tracking so by acceptance of this change, the vendor is agreeing to obtain in a timely manner the unilateral modifications from ITSS for the purpose of ensuring that funding totals are not exceeded and to ensure the vendor's responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the PWS.

#### 6.12.7 Records/Data

All software (databases/code) produced at the request of the client becomes the sole property of the United States Government and shall enter the public domain and is non-proprietary. Subsequent use of this software for commercial purposes by the Contractor or any other entity may occur only after a properly filed Freedom of Information Act (FOIA) request has been approved by the Government. Any such subsequent use shall attribute the origin of the software to the client.

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government. Copyright: Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:

"This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions."

Clause 52.227-14 Rights In Data – General (May 2014) in incorporated in the base OASIS contract and is in full force and effect with this task order.

## 6.12.8 Organizational Conflict of Interest (OCI)

- a) The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest, and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under this project.
- b) In the event that this project requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the Ordering Contracting Officer (OCO) of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest. Offerors are required to disclose any existing or potential Organizational Conflict of Interest (OCI) in their

- proposals as well as submit a OCI Mitigation Plan proposing measures to avoid, mitigate or neutralize identified OCI's (See Appendix B).
- c) Definitions. "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract. "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
- d) An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.
- e) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.
  - **6.12.8.1** The Contractor shall notify the CO immediately whenever it becomes aware that access to information or participation in operations may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as deemed necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

#### 6.12.8.2 Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to OASIS. For the purposes of OASIS, there are two primary duties for the Ombudsman:

Pursuant to FAR 16.505 (a)(9)(i) no protest is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for (A) a protest on the grounds that the order increases the scope, period of performance, maximum value of the contract; or (B) a protest of an order valued in excess of \$10 million. GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the PCO or OCO.

The Ombudsman is:
Task and Delivery Order Ombudsman
Office of the Chief Acquisition Officer
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405

**6.12.9** Applicability of Terms and Conditions from the Base Contractual Vehicle(s): All applicable terms and conditions from the contractor's basic OASIS Contract, and the additional terms of this project shall become legally binding upon the contractor at the time of award and through the period of performance.

#### 6.12.10 Limitation of Funds

The Contractor shall not perform work resulting in charges to the government that exceed obligated funds. The contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, the charges to the government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

**6.12.11 Random Drug Testing:** IAW Chapter 5, Paragraph 14 of AR 600-85, individuals will be selected randomly for drug testing; notification will be provided through the Contracting Officer's Representative (COR), to the Contractor employee's supervisor. The Center will arrange for random drug testing and will bear the cost thereof. Any positive findings will be provided by the testing activity to the certifying official. Confirmation of positive findings may result in removal of the employee from the Center. Failure of an employee to show up for drug screening within 4 hours of being notified will result in removal from the Center.

### 7 Invoicing/ Procedures for Payment

**7.1** At the invoice phase, the Contractor shall have already notified the Contracting Officer and GSA Project Manager (GSA COR), in writing, whenever it had reason to believe the Labor Category hours have met 75% of the proposed ceiling hours per Option Period/CLIN.

#### 7.2 Electronic Posting of Invoices

Contractors shall electronically transmit/submit invoices and supporting documentation for invoices through the GSA web-based procurement system, through the Central Invoice Service (CIS), the contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. This is the only acceptable means for invoice submissions.

**No paper invoices shall be accepted.** For additional assistance contact the ASSIST Helpdesk at 877-472-4877.

#### 7.3 Invoicing Instructions

The contractor shall submit only one invoice per month in support of this project. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- The end of the invoiced month (for services) or
- The end of the month in which the products (commodities/materials) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hours and Time and Material orders/contracts each invoice shall show the skill level category,

the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced. For Labor Hour and Time and Material orders/contracts each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

#### 7.4 Invoice Content

The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Project Number
- Task Order ACT Number (see the front of the SF300 document)
- Prompt Payment Discount
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number
- Actual Hours Worked by Labor Category During the Billing Period.
- Material/ODC Itemized per Item and Amount (if applicable)

Support Items will to be attached to Invoice Itemized by Specific Item and Amount (if applicable) The contractor shall submit all required documentation (unless exempted by the contract or order) as follows:

- ODC use CTP form (Attachment 4) (dependent on purchase threshold, support items include approved CTP form, cost/price analysis, award decision, competitive quotes, receipt documentation)
- Training Use CTP form (Attachment 4)
- Travel Use CTP form (Attachment 4) support items include receipts

**NOTE:** The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

### 7.5 For Time and Materials (T&M)

The Period of Performance (POP) for each T&M invoice shall be for one calendar month (30/31 calendar days).

Each invoice shall list the labor category as awarded on the order, the hours worked per skill level/labor category, the rate per skill level/labor category and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Labor Hour and Time and Material orders/contracts each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

### 7.6 Contract Pricing

Fully burdened rates for all labor categories will be established at the contract level. No additional indirect rates (e.g., OH, G&A, profit, material and handling charges, etc.) shall be added to the approved burdened labor rates when invoiced. Other Direct Costs will include material and travel. Material shall be priced and invoiced at cost with an approved material handling rate applied. Travel will be priced and invoiced at cost and shall comply with the Federal Travel Regulations with no travel markup applied. Material handling rates will be considered fixed at time of award and shall not be subject to DCMA/DCAA or other finalized audited rates.

## 7.7 Materials and Travel Expenses:

The level-of-effort associated with travel and the needed materials. Using government Lodging and Perdiem rates estimate the task.

- 1. Number of travelers
- 2. Lodging days/daily cost/total cost
- 3. MI&E days/daily cost/total cost
- 4. Airfare
- Rental Materials

## 7.8 Travel Invoicing

Travel shall be approved per the terms and conditions of the project. Signed/approved Travel Authorization (TAR) forms shall be submitted with the invoice, and all receipts for airfare, rental car, lodging, and all receipts directly being charged for over \$75.00 shall be submitted as support/back up documentation with the invoice submittal. NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS. NO PAYMENT WILL BE MADE for travel that is non-conforming to the JFTR.

All travel shall be scheduled and approved by the Government at least two weeks in advance. Emergency requirements shall be defined and approved by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and shall be at or below per diem. The contractor is required to ensure good stewardship of travel funds, and shall seek rates lower than per diem whenever possible. The contractor shall make every effort to locate the airport that will provide the lowest cost of air travel possible. The COR may require a cost benefit analysis to support any travel, as deemed necessary. Travel shall be at the allowable per diem rate. Travel charges over and above per diem without proper approval, shall be at the expense of the contractor.

Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel. Also include backup documentation (receipts, etc.) to support travel costs and submit all approval documentation, authorizing the travel/trip.

## 7.9 Receiving/Client Agency's Acceptance

The Client Agency must accept the services and/or products provided under the terms of the contract. The client agency will accept and certify services electronically via GSA's electronic Web-Based Order

Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services. The Client Agency may also generate a hard copy acceptance document.

Regardless, of the method of acceptance the contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the Client Agency, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the contractor shall submit an invoice.

**NOTE**: The acceptance of the authorized Client Agency representative (which is normally the COR) is REQUIRED prior to the approval of payment for any invoice submitted.

**NOTE:** If the required documentation including, (A) the customer's signed written acceptance OR (B) the customer's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.

#### 7.10 Final Invoice

Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA PM/COR before payment is processed, if necessary.

#### 7.11 Order Close-out Procedures

The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. All invoices shall be received within this period. The contracting officer shall not extend the period of performance, or the invoice submittal period to wait on subcontractors to bill the prime contractor. All rates are negotiated at the time of award, and the contractor shall control and account for all time by their own personnel and their subcontractor or CTA personnel to allow for timely billing in accordance with the terms expressed in this section. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims form to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

The Government reserves the right to require a release of claims at the end of each performance period, after all payments have been completed. \*\*NOTE: No rates agreed to under the terms of this order are subject to DCAA or other "final" audited rates.

#### 7.12 Unilateral Close Out Modifications:

FAR clause 52.212-4(c) is hereby amended as follows: The Government reserves the right to issue unilateral close out modifications to close out commercial contractual agreements, after the contractor has

acknowledged the order is closed and that no further liability exists on behalf of the parties. The Government also reserves the right under the unilateral close out modification to de-obligate money after full payment has been made to the contractor for their services/materials under this order.

#### 7.13 Contract Performance Evaluation:

In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in the CPARS, so contractors may review and comment on past performance reports submitted through the CPARS.

CPARS <a href="https://www.cpars.csd.disa.mil/">https://www.cpars.csd.disa.mil/</a>

PPIRS <a href="http://www.ppirs.gov">http://www.ppirs.gov</a>

#### 7.14 Other Considerations:

**Note:** The CO may designate a Contracting Officer Representative (COR) to perform specific administrative or technical functions. The specific rights and responsibilities of the COR for the contract shall be described in writing. A COR has no actual, apparent, or implied authority to bind the Government. CORs will be appointed in writing and the Contractor shall receive a copy of the appointment letter(s).

Accomplishment of all work included in this Performance Based Statement of Work will require the resultant awardee to coordinate with and work cohesively with other contractors on site. The awardee shall work with all other onsite contractors to develop work schedules that will ensure all work under this task is completed by the specified ultimate completion date stated in each individual task in the most efficient manner possible. The Contractor shall arrange their crew's schedule, and perform this work so as not to interfere with operations of the Government and the operations of other contractors. The Government is not responsible for, nor is it responsible for paying for, delays caused by a lack of coordination with other contractors or subcontractors. The Government will not pay for delays or other damages due to lack of coordination with other onsite contractors and subcontractors.

If the CO determines that the contractor is failing to coordinate his work with the work of other contractors as directed, he/she may upon written notice:

- (a) Withhold any payment otherwise due hereunder until his/her directions are complied with by the contractor.
- (b) Direct others to perform portions of the contract and charge cost of work to contract amount.
- (c) Terminate any and all portions of contract for his failure to perform in accordance with contract.

Failure to work cooperatively and cohesively with other contractors on site will result in the occurrence being documented on the Contractor's Performance Assessment Report, which could have a negative impact on winning future work where Past Performance is an evaluation factor.

The CO may consider-time extensions and equitable adjustments only if he/she can determine the delays effecting the ultimate completion date were solely caused by the Federal Government.

Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

## 7.15 Third Party Schedule Delays:

GSA does not warrant and cannot guarantee that the site will remain free from interference by third parties, with whom the Federal Government has no contractual relationship. Only delays determined to be caused by the Federal Government that affect the contractor's ability to complete the contract work on time will be considered for time extensions and equitable adjustments.

#### 8 SOLICITATION PROVISIONS AND PROJECT CLAUSES

All Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS projects, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the project solicitation is issued. Representation and Certification Provisions from the OASIS master contracts automatically flow down to all OASIS projects.

#### 8.1 Clauses Incorporated by Reference

In addition to the applicable clauses contained in the OASIS contract, the following FAR clauses are included in this task for added emphasis of their applicability:

52.212-4	Contract Terms and Conditions – Commercial Items (JAN 2017), (Alternate I )(JAN 2017)  NOTE: Paragraph 52.212-4(c) has been tailored to allow unilateral modifications for the obligation of funding, per Section 6.6.7, titled "Unilateral Modifications for Funds Management."  Additionally, the paragraph at 52.212-4(c) has been tailored to allow for unilateral closeout modifications, per Section 7.6.1 of this PWS, titled "Unilateral Close Out Modifications."
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (JAN 2018)

	.50.	
	(See Full Text Version Below: CO has selected the applicable clauses)	
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper (MAY 2011)	
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	
52.223-10	Waste Reduction Program (MAY 2011)	
52.227-17	Rights in Data - Special Works (DEC 2007)	
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (MAY 2014)	
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)	
52.245-1	Government Property (JAN 2017)	
52.245-9	Use and Charges (APR 2012)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	

## Clauses Incorporated by Full Text

# FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (JAN 2018)

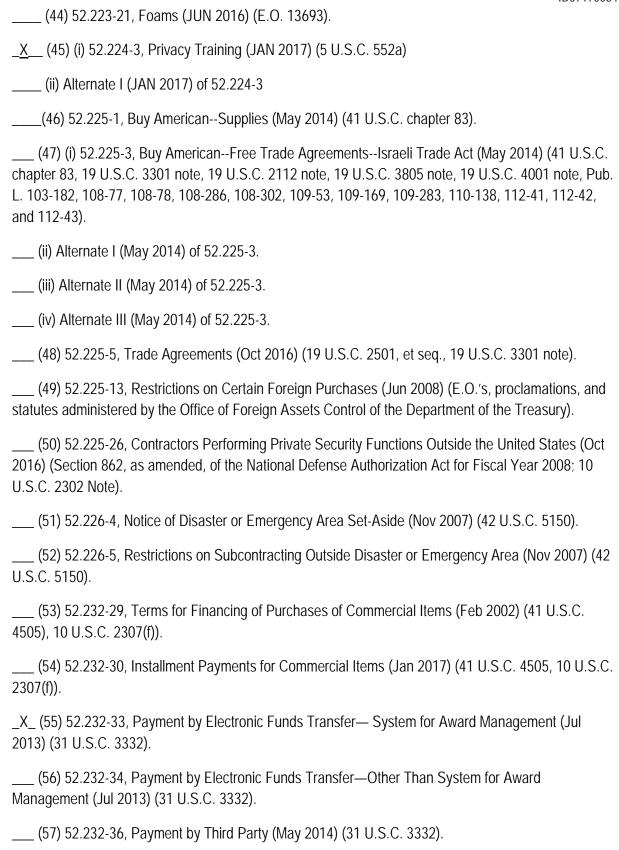
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

<sup>\*\*</sup> NOTE: Full Text Option clauses are in Section 6.2 of the PWS document.

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
<u>X</u> (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5)
_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
(5) [Reserved]
(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
$\underline{X}$ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
(10) [Reserved]
(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
(ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a) (ii) Alternate I (Jan 2011) of 52.219-4.
(13) [Reserved]
(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644) (ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
(16) (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
(17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (NOV 2016) of 52.219-9.
(iii) Alternate II (NOV 2016) of 52.219-9.
(iv) Alternate III (NOV 2016) of 52.219-9.
(v) Alternate IV (NOV 2016) of 52.219-9.
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
((26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
_X_ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
_X_ (28) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
<u>X</u> (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
<u>X</u> (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

<u>X</u> (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
$\underline{X}$ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
$\underline{X}$ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514
(ii) Alternate I (Oct 2015) of 52.223-13.
(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of 52.223-14.
(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
(41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513).
<u>X</u> (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).



_X_ (58) 52.239-1, Privacy or Security Safeguards (Aug 19	996) (5 U.S.C. 552a).
(59) 52.242-5, Payments to Small Business Subcontra	actors (Jan 2017) (15 U.S.C. 637(d)(12)).
(60) (i) 52.247-64, Preference for Privately Owned U.S.C. Appx 1241(b) and 10 U.S.C. 2631).	SFlag Commercial Vessels (Feb 2006) (46
(ii) Alternate I (APR 2003) of 52.247-64.	
(c) The Contractor shall comply with the FAR clauses in this services, that the Contracting Officer has indicated as bein implement provisions of law or executive orders applicable	g incorporated in this contract by reference to
[Contracting Officer check a	as appropriate.]
(1) 52.222-17, Nondisplacement of Qualified Workers	(May 2014) (E.O. 13495)
_X_ (2) 52.222-41, Service Contract Labor Standards (May service contracts over \$2,500 that are subject to the Service be performed in the United States, District of Columbia, Pu American Samoa, Guam, the U.S. Virgin Islands, Johnston Shelf.)	te Contract Labor Standards statute and will lerto Rico, the Northern Mariana Islands,
_X_ (3) 52.222-42, Statement of Equivalent Rates for Feder U.S.C. chapter 67).	eral Hires (May 2014) (29 U.S.C. 206 and 41
Prevailing Wage Determination: Wage Determination No.: 2015-5447 Revision Date Of Revision: 1/10/2018 State: New Mexico Area: New Mexico County of Dona Ana	n No.: 5
The fill-in is as follows:	
Employee Class 23181 Electronics Technician Maintenance I 23182 Electronics Technician Maintenance I 23183 Electronics Technician Maintenance I	Monetary Wage – Fringe Benefits Rate \$29.91/26.31% \$31.80/25.05% \$33.95/23.77%
(4) 52.222-43, Fair Labor Standards Act and Service (Multiple Year and Option Contracts) (May 2014) (29 U.S.C	•
(5) 52.222-44, Fair Labor Standards Act and Service (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).	Contract Labor Standards Price Adjustment

- (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall

be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246). (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627). (\*\*Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### FAR Clause 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.

- (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

DFARS Clauses:			
252.201-7000	Contracting Officer's Representative (Dec 1991)		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract- Related Felonies (Dec 2008)		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)		
252.203-7003	Agency Office of the Inspector General (Dec 2012)		
252.203-7005	Representation Relating to Compensation of Former DoD Officials (Nov 2011)		
252.204-7000	Disclosure of Information (Oct 2016)		
252.204-7003	Control of Government Personnel Work Product (Apr 1992)		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (May 2016)		

252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)	
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Oct 2015)	
252.211-7007	Reporting of Government-Furnished Property (Aug 2012)	
252.232-7010	Levies on Contract Payments (Dec 2006)	
252.243-7001	Pricing of Contract Modifications (Dec 1991)	
252.243-7002	Requests for Equitable Adjustment (Dec 2012)	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)	
252.245-7002	Reporting Loss of Government Property (Apr 2012)	
252.245-7003	Contractor Property Management System Administration (Apr 2012)	
252.245-7004	Reporting, Reutilization, and Disposal (Sep 2016)	

## **PWS Attachment List:**

Attachment 1: GOVERNMENT and CONTRACTOR FURNISHED PROPERTY, EQUIPMENT, AND

SERVICES Document

<u>Attachment 2:</u> DEFINITIONS and ACRONYMS / APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

Attachment 3: QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Attachment 4: CONSENT TO PURCHASE FORM (CTP)

Attachment 5: TECHNICAL EXHIBITS KEY

Attachment 6: WAGE DETERMINATION 15-5447

Attachment 7: POINTS OF CONTACT

## ATTACHMENT 1 GOVERNMENT and CONTRACTOR FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

#### A1.1 GOVERNMENT FURNISHED or ACQUIRED ITEMS AND SERVICES

**Facilities (Space) and Equipment** - The Government shall provide office space as required in each project. The Center will provide access to equipment bays as needed. The Contractor shall maintain the facilities and the surrounding area in compliance with all applicable local fire and safety regulations. In the event Government space becomes unavailable, the Contractor shall be required to furnish office space through lease of temporary facilities.

**Utilities** - The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

**Equipment** - The Government will provide access to items such as scanners, fax machines, printers, etc.

#### Safety:

The Center will provide safety criteria and safety procedures for each project. The Contractor shall comply with all safety procedures, including emergency procedures and training exercises. If, during performance of the contract, an unapproved Class I ozone-depleting substances (ODS) is discovered, the Contractor shall notify the Contracting Officer immediately. The ODS restrictions apply to subcontracts as well. IAW Section 326 of Public Law 102-484, effective 1 June 1993, specifications and standards cannot require the use of Class I ODSs without approval from the COR. There are some cases where a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law. If this requirement allows, but does not require the use of a Class I ODS, the Contractor is encouraged to give preference to using the non-ODS choice.

**Security**: The Center will provide the Contractor employees with security training and/or briefings pertinent to the test projects that may require Contractor support service. The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. The Contractor shall comply with all published security regulations, including installation physical security and security classification standards. Additionally, the Government will provide an Operations Security (OPSEC) briefing and/or Annex when a test is sensitive/classified. The Contractor shall be required to attend such OPSEC briefings/training classes as necessary.

Materials - The Government will provide Standard Operating Procedures and Policies, if applicable.

**Telephone Service:** The Government may provide telephone service for use of the Contractor. Services may include landlines, if required. This service and associated costs shall be used only for official contract business.

**Special Support:** The Government will furnish the following special support to Contractor assigned projects on a scheduled basis, as available, and as requested sufficiently in advance to permit planning, acquisition, preparation, and coordination.

**Environmental Aspects**: The Government will provide environmental evaluations of impacts, as

appropriate, for projects. The Contractor shall abide by environmental restrictions/controls on field/chamber operations as set forth in projects, applicable documents, and guidance from COR. The Contractor shall be held liable for any and all environmental impact violations, and associated fines, levied against the Center where fault is found to be the responsibility of the Contractor except when incurred as a result of compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.

If the Government is furnishing Government Property in support of this contract, the contractor shall comply with FAR 52.245-1 and its Alternates as appropriate. All Government Furnished Property shall be properly controlled/inventoried per the terms of this PWS and applicable clauses.

**Note:** GFP information will be provided by the COR upon award, as needed.

Serial Number	Description/Function of the Property (i.e., special tooling, equipment, materials)	Condition (new, used, refurbished to new, identify any)	Estimated Value of the Property

**Note:** The vehicles to be used in the accomplishment of work contained in this solicitation shall be furnished by the Government (GSA vehicles). It is anticipated that the Contractor shall use the vehicles listed below. The Contractor shall use Government supply source for gasoline, oil, and lubricants. If GSA vehicles are not available, in whole or in part, the Contractor shall lease required vehicles and be reimbursed as per the Contractor's rates in the Cost Information's Vehicle Schedule in this contract. U.S. Government regulations regarding no smoking in vehicles will be strictly enforced. Costs incurred due to noncompliance will be withheld from the Contractor's monthly billing. Repeat offenses may result in loss of vehicle usage privileges.

Property of the U.S. Government being transported on or off the installation must be accompanied by DA Form 1818 (Individual Property Pass) or valid shipping documents IAW agency regulations. Forms must be signed by an authorized individual who has a DD Form 577 (Signature Card) on file with Physical Security Services, Directorate of Law Enforcement and Security.

The Contractor shall be responsible for Government furnished property (GFP), to include ensuring that maintenance and calibration are scheduled and performed on all applicable equipment. The Contractor shall maintain the official property records for GFP assigned or purchased under this contract in accordance with FAR 52.245-5. Loss, damage, or destruction of Government furnished property shall be addressed under the applicable contract provisions. A list of the GFP anticipated to be issued under this contract will be provided to the Contractor during the Request for Proposals. Since the GFP inventory changes frequently, an updated list of the GFP will be provided to the Contractor during the Phase-In period.

## A1.2. CONTRACTOR FURNISHED or ACQUIRED ITEMS AND SERVICES CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

General: The contractor shall provide all supplies, equipment, facilities and services required to perform work within the contractor owned facilities.

**Secret Facility Clearance**: The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 will be provided upon award as an attachment to the contract (Attachment 5: Technical Exhibit A016, A017).

**Materials:** The Contractor shall furnish materials, supplies, and equipment necessary to meet the requirements under this PWS. If the contractor is acquiring materials after award of this contract under a material line item, the contractor shall comply with FAR 52.245-1 and its Alternates as appropriate. All Contractor acquired property shall be properly controlled/inventoried per the terms of this PWS.

**Equipment**: The Contractor shall furnish computer equipment, storage containers, etc. to meet the requirements under this PWS.

[END OF ATTACHMENT 1]

## ATTACHMENT 2 DEFINITIONS and ACRONYMS

## A2.1. DEFINITIONS AND ACRONYMS:

#### A2.1.1. DEFINITIONS:

- **A2.1.1.1. CONTRACTOR**. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
- **A2.1.1.2. CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.
- A2.1.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- **A2.1.1.4. DEFECTIVE SERVICE**. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- **A2.1.1.5. DELIVERABLE**. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- **A2.1.1.6. KEY PERSONNEL**. Key personnel are contractor personnel that are proposed and evaluated in a source selection process which may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- A2.1.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.
- **A2.1.1.8. QUALITY ASSURANCE.** The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- **A2.1.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance by the Government.
- **A2.1.1.10. QUALITY CONTROL**. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- **A2.1.1.11. SUBCONTRACTOR.** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.
- **A2.1.1.12. WORK DAY**. The number of hours per day the Contractor provides services in accordance with the contract.
- **A2.1.1.13. WORK WEEK.** Monday through Friday, unless specified otherwise.

## A2.1.2. ACRONYMS:

AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

AT Anti-terrorism

CCM Center for Countermeasures

CFR Code of Federal Regulations

CMRA Contractor Manpower Reporting Application

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTR Contracting Officer's Technical Representative

COTS Commercial Off the Shelf

CPARS Contractor Performance Assessment Reports system

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Contract Security Requirement List

DFARS Defense Federal Acquisition Regulation Supplement

DMDC Defense Manpower Data Center

DOD Department of Defense

FAR Federal Acquisition Regulation

GFE Government-furnished Equipment

IAW In accordance with

JFTR Joint Federal Travel Regulations

CO Contracting Officer

ODC Other Direct Costs

OPSEC Operational Security

PM Program Manager

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

TE Technical Exhibit

WSMR White Sands Missile Range

## A2.1.3. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

<u>Publications/ References</u>: The following publications are applicable with special test requirements, as specified by a specific technical requirement, and are designated to verify acceptable levels of operations. The Government may add documents to this list for specific technical requirements.

- MIL-C-48497A
- ANSI STD C63.14–2009, American National Standard Dictionary of Electromagnetic Compatibility (EMC) including Electromagnetic Environmental Effects (E3).
- ANSI National Conference of Standards Laboratories Z540.3–2006, Requirements for the Calibration of Measuring and Test Equipment.
- ISO 10012:2003, Measuring Management Systems—Requirements for Measurement Processes and Measuring Equipment.
- FAR 52.246-1
- FAR 19.702(b)(1)
- FAR Part 45
- FAR subpart 45.5
- FAR Subpart 9.5
- DOD 4161.2-M
- DODD 5205.02E, DOD Operations Security (OPSEC) Program
- DOD Directive 5200.28
- 18 U.S.C. 1382
- AR 530-1

Federal laws and regulations, Pamphlet, Field Manuals, regulations pertinent to this Statement of Work are listed below. This compilation is not intended to be all-inclusive. These and/or other documents or sections thereof will be cited in projects when it is deemed appropriate to do so.

### Federal laws and regulations:

DODI 5129.47 Center for Countermeasures, January 26, 2015

DODI 5000.64 Accountability and Management of DoD Equipment and other Accountable Property, May 19 2011

#### Regulations:

AR 380-5, Department of the Army Information Security Program, 29 SEP 00.

AR 385-10, Army Safety Program, 29 SEP 00.

AR 385-40, Accident Reporting and Records, 01 NOV 94.

AR 600-85, Personnel- General, Army Substance abuse Program (ASAP), 01 OCT 01.

EPA, Code of Federal Regulation 40 Parts 26-270

DOT, Code of Federal Regulation 49 Parts 106, 107, 110, 171, and 178.

OSHA, Code of Federal Regulation 29 Parts 1910.120, 1910.1200, and 1910.1450.

[END OF ATTACHMENT 2]

# ATTACHMENT 3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Attached as a separate document.

## ATTACHMENT 4 CTP Form

Attached as a separate document.

## ATTACHMENT 5 Technical Exhibits Key

Technical Exhibits Key				
Technical Exhibit/ CDRL Item	Title	Authority	PWS/SOW Reference	Remarks
A001	Progress Reports	DI-MGMT- 80555A	Activity Report/Project Progress Pg 6	Contractor shall provide monthly progress report no later than the 15th day of each month.
A002	Data Reduction and Analysis	DI-MISC- 80508A	Data Reduction and Analysis	Accomplish these tasks when the need is directed by the government. Adapt existing or develop new data analysis tools/products when required.
A003	Data Reduction and Analysis	DI MISC 80048	Project Analysis Support	Accomplish these tasks when the need is directed by the government. Adapt existing or develop new data analysis tools/products when required.
A004	Equipment Calibration	DI-MISC- 80508A	Upgrades and System Improvements/ Enhancements	Generate calibration report documenting the procedures and results when required and as directed by the government. Submit as directed by Government.
A005	Spiral Upgrades and System Improvements/Enhancements Acceptance Testing	FAA-TE-006	Upgrades and System Improvements/ Enhancements	Contractor shall document and provide a final report for testing each integrated spiral upgrade and system improvements/enhancement. Submit 60 days after completion of task.

	1			1007170034
A006	Spiral Upgrades and System Improvements/Enhancements Acceptance Testing	DI-NDTI- 80603A	Upgrades and System Improvements/ Enhancements	Contractor shall document the procedure used for testing each integrated spiral upgrade and system improvements/enhancement. The test procedure will be provided to the Government for review and approval 30 days prior to the acceptance test
A007	Spiral Upgrades and System Improvements/Enhancements Acceptance Testing	DI-QCIC- 80553A	Upgrades and System Improvements/ Enhancements	Contractor shall document the plan for testing each integrated spiral upgrade and system improvements/enhancement. The acceptance test plan will be provided to the Government for review and approval 30 days prior to the delivery of all equipment
A008	Hardware Maintenance Repair and Integration and Checkout:	DI-SESS- 81315A	Upgrades and System Improvements/ Enhancements	Contractor shall support integration of and be responsible for the checkout of the various hardware items repaired. Submitted with repair estimate and/or recommendation.
A009	Hardware Maintenance and Repair Acceptance Testing Planning	DI-QCIC- 80553A	Upgrades and System Improvements/ Enhancements	Contractor shall document the plan for testing each hardware item repaired. The acceptance test plan will be provided to the Government for review and approval 30 days prior to the delivery of all equipment.
A010	Hardware Maintenance and Repair Acceptance Testing	DI-NDTI- 80603A	Upgrades and System Improvements/ Enhancements	Contractor shall document the procedure used for testing each hardware item repaired. The test procedure will be provided to the Government for review and approval 30 days prior to the acceptance test.

A011	Hardware Maintenance and Repair Acceptance Testing	FAA-TE-006	Upgrades and System Improvements/ Enhancements	Contractor shall document the final report for testing each hardware item repaired. The test report will be provided to the Government for review and approval 60 days after the completion of the acceptance test.
A012	Software Maintenance and Support Integration and Checkout:	DI-SESS- 81315A	Software Maintenance and Support Integration and Checkout	Contractor shall verify proper operation of the software items developed, repaired, and modified and that the software items developed, repaired, and modified meet operational specifications and interoperability remains intact with existing software programs
A013	Software Maintenance and Support Acceptance Testing Planning	DI-QCIC- 80553A	Software Maintenance and Support Integration and Checkout	Contractor shall be responsible for the planning of system acceptance testing for each item of software items developed, repaired, and modified. The acceptance test plan will be provided to the Government for review and approval 30 days prior to the delivery of all equipment.
A014	Software Maintenance and Support Acceptance Testing	DI-IPSC- 81438A	Software Maintenance and Support Integration and Checkout pg 9	Contractor shall be responsible for the planning of system acceptance testing for each item of software items developed, repaired, and modified
A015	Software Maintenance and Support Acceptance Testing	FAA-TE-006	Software Maintenance and Support Integration and Checkout	Contractor shall be responsible for the conduct, and reporting of system acceptance testing results for each item of software items developed, repaired, and modified

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A016	Security	DOD 5220.22-M	Secret Facility Clearance	Support will require that the contractor program manager and technical representative/s be cleared to the DoD secret level. A Contract Security Classification Specification, DD Form 254, will be incorporated as part of the contract.
A017	Security	DOD 5220.22-R	Secret Facility Clearance	Support will require that the contractor program manager and technical representative/s be cleared to the DoD secret level. A Contract Security Classification Specification, DD Form 254, will be incorporated as part of the contract.
A018	Proposed Spare Parts List	DI-ILSS- 80134A	Duplicate Components and Companion Systems	Submit when requested
A019	COTS Equipment / Software Vendor manuals	DI-MISC- 80711A	Equipment Documentation	Submit when requested
A020	Hardware Design Document	MIL-STD- 961E	Equipment Documentation	Submit when requested
A021	Engineering Drawings	DI-SESS- 81002E	Equipment Documentation	Submit when requested
A022	Software Product Specification	DI-IPSC- 81441A	Equipment Documentation	Submit when requested
A023	Hardware Item Specifications	MIL-STD- 961E	Equipment Documentation	Submit when requested
A024	Software Requirements Specifications	DI-IPSC- 81433A	Equipment Documentation	Submit when requested
A025	Software User Manual	DI-IPSC- 81443A	Equipment Documentation	Submit when requested

A026	Training Materials	DI-ILSS- 80872	Equipment Documentation	Submit when requested
A027	Failure Analysis and Corrective Action Report	FAA-TE-002	Hardware Maintenance Repair and Integration and Checkout/Software Maintenance and Support Integration and Checkout	The contractor will provide the Government with a Failure Analysis and Corrective Action Report 30 days after the checkout has been performed.

# ATTACHMENT 6 WAGE DETERMINATION 15-5447

WD 15-5447 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5447

Daniel W. Simms Division of Revision No.: 5

Director Wage Determinations Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: New Mexico

Area: New Mexico County of Dona Ana

**Fringe Benefits Required Follow the Occ	upational Listing**	
OCCUPATION CODE - TITLE	FOOTNOTE RATE	
01000 - Administrative Support And Clerical Occi	upations	
01011 - Accounting Clerk I	12.78	
01012 - Accounting Clerk II	14.46	
01013 - Accounting Clerk III	16.18	
01020 - Administrative Assistant	21.37	
01035 - Court Reporter	15.87	
01041 - Customer Service Representative I	10.17	
01042 - Customer Service Representative II	11.43	
01043 - Customer Service Representative III	12.48	
01051 - Data Entry Operator I	11.42	
01052 - Data Entry Operator II	12.46	
01060 - Dispatcher, Motor Vehicle	14.80	

01070 - Document Preparation Clerk	12.64
01090 - Duplicating Machine Operator	12.64
01111 - General Clerk I	11.28
01112 - General Clerk II	12.31
01113 - General Clerk III	13.82
01120 - Housing Referral Assistant	17.69
01141 - Messenger Courier	10.60
01191 - Order Clerk I	11.58
01192 - Order Clerk II	12.58
01261 - Personnel Assistant (Employment) I	14.08
01262 - Personnel Assistant (Employment) II	15.88
01263 - Personnel Assistant (Employment) III	17.59
01270 - Production Control Clerk	19.89
01290 - Rental Clerk	10.86
01300 - Scheduler, Maintenance	14.19
01311 - Secretary I	14.19
01312 - Secretary II	15.87
01313 - Secretary III	17.69
01320 - Service Order Dispatcher	13.23
01410 - Supply Technician	20.85
01420 - Survey Worker	13.81
01460 - Switchboard Operator/Receptionist	10.27
01531 - Travel Clerk I	11.16
01532 - Travel Clerk II	12.20
01533 - Travel Clerk III	13.00
01611 - Word Processor I	12.87
01612 - Word Processor II	14.45
01613 - Word Processor III	16.16
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.05
05010 - Automotive Electrician	15.40
05040 - Automotive Glass Installer	14.37
05070 - Automotive Worker	14.37
05110 - Mobile Equipment Servicer	12.32
05130 - Motor Equipment Metal Mechanic	16.41
05160 - Motor Equipment Metal Worker	14.37
05190 - Motor Vehicle Mechanic	17.31
05220 - Motor Vehicle Mechanic Helper	11.29
05250 - Motor Vehicle Upholstery Worker	13.34
05280 - Motor Vehicle Wrecker	14.37
05310 - Painter, Automotive	15.40
05340 - Radiator Repair Specialist	14.37
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	16.41
07000 - Food Preparation And Service Occupations	40.07
07010 - Baker	10.97

07041 - Cook I	9.89
07042 - Cook II	11.81
07070 - Dishwasher	8.89
07130 - Food Service Worker	9.58
07210 - Meat Cutter	12.14
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupat	
09010 - Electrostatic Spray Painter	16.59
09040 - Furniture Handler	9.11
09080 - Furniture Refinisher	16.59
09090 - Furniture Refinisher Helper	11.62
09110 - Furniture Repairer, Minor	14.14
09130 - Upholsterer	16.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	8.97
11090 - Gardener	14.35
11122 - Housekeeping Aide	9.92
11150 - Janitor	9.92
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	8.79
11260 - Pruner	8.71
11270 - Tractor Operator	12.93
11330 - Trail Maintenance Worker	10.13
11360 - Window Cleaner	11.50
12000 - Health Occupations	11.50
12010 - Ambulance Driver	15.52
12011 - Breath Alcohol Technician	17.10
12012 - Certified Occupational Therapist Assistant	
12015 - Certified Physical Therapist Assistant	23.38
12020 - Dental Assistant	15.26
12025 - Dental Hygienist	33.19
12030 - EKG Technician	29.91
12035 - Electroneurodiagnostic Technologist	29.91
12040 - Emergency Medical Technician	15.52
12071 - Licensed Practical Nurse I	17.65
12072 - Licensed Practical Nurse II	19.74
12073 - Licensed Practical Nurse III	22.00
12100 - Medical Assistant	11.95
12130 - Medical Laboratory Technician	16.67
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Record Technician 12195 - Medical Transcriptionist	17.31
12210 - Nuclear Medicine Technologist	40.38
12221 - Nursing Assistant I	10.94
12222 - Nursing Assistant II	12.30
1222 INGISHING ASSISTANT II	12.30

12222 Murcing Assistant III	12 /2
12223 - Nursing Assistant III	13.43
12224 - Nursing Assistant IV	15.08
12235 - Optical Dispenser	12.33
12236 - Optical Technician	11.25
12250 - Pharmacy Technician	14.02
12280 - Phlebotomist	14.03
12305 - Radiologic Technologist	26.22
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	24.45
12320 - Substance Abuse Treatment Counselor	
13000 - Information And Arts Occupations	21.50
•	10.15
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13043 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	12.88
13054 - Library Information Technology System	is 22.09
Administrator	
13058 - Library Technician	17.31
13061 - Media Specialist I	15.83
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	15.42
13072 - Photographer II	17.25
13073 - Photographer III	21.36
13074 - Photographer IV	26.14
13075 - Photographer V	31.62
13090 - Technical Order Library Clerk	
13110 - Video Teleconference Technician	
13110 - VIOEO TEIECOMETENCE TECHNICAN	16.24
14000 - Information Technology Occupations	16.24 15.42
14000 - Information Technology Occupations 14041 - Computer Operator I	16.24 15.42 13.67
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II	16.24 15.42 13.67 15.46
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator III	16.24 15.42 13.67 15.46 17.25
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator III 14044 - Computer Operator IV	16.24 15.42 13.67 15.46 17.25 19.17
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator III 14044 - Computer Operator IV 14045 - Computer Operator V	16.24 15.42 13.67 15.46 17.25 19.17 21.22
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator IV 14044 - Computer Operator V 14045 - Computer Operator V 14071 - Computer Programmer I	16.24 15.42 13.67 15.46 17.25 19.17 21.22 (see 1) 21.43
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator III 14044 - Computer Operator IV 14045 - Computer Operator V 14071 - Computer Programmer I 14072 - Computer Programmer II	16.24 15.42 13.67 15.46 17.25 19.17 21.22 (see 1) 21.43 (see 1) 26.56
14000 - Information Technology Occupations 14041 - Computer Operator I 14042 - Computer Operator II 14043 - Computer Operator IV 14044 - Computer Operator V 14045 - Computer Operator V 14071 - Computer Programmer I	16.24 15.42 13.67 15.46 17.25 19.17 21.22 (see 1) 21.43

14101 - Computer Systems Analyst I 14102 - Computer Systems Analyst II	(see 1) (see 1) (see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.67
14160 - Personal Computer Support Technician		22.41
14170 - System Support Specialist		28.90
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-	Rated)	26.13
15020 - Aircrew Training Devices Instructor (Rated	d)	32.14
15030 - Air Crew Training Devices Instructor (Pilot	t)	37.89
15050 - Computer Based Training Specialist / Inst	ructor	26.13
15060 - Educational Technologist	3	35.34
15070 - Flight Instructor (Pilot)	37.8	9
15080 - Graphic Artist	19.52	
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.47
15086 - Maintenance Test Pilot, Rotary Wing		37.47
15088 - Non-Maintenance Test/Co-Pilot		37.47
15090 - Technical Instructor	18.0	06
15095 - Technical Instructor/Course Developer		22.09
15110 - Test Proctor	14.58	
15120 - Tutor	14.58	
16000 - Laundry, Dry-Cleaning, Pressing And Relation	ted Occupati	ons
16010 - Assembler	9.24	
16030 - Counter Attendant	9.2	24
16040 - Dry Cleaner	11.26	
16070 - Finisher, Flatwork, Machine		9.24
16090 - Presser, Hand	9.24	1
16110 - Presser, Machine, Drycleaning		9.24
16130 - Presser, Machine, Shirts	(	9.24
16160 - Presser, Machine, Wearing Apparel, Laur	ndry	9.24
16190 - Sewing Machine Operator		11.90
16220 - Tailor	12.60	
16250 - Washer, Machine	9.	91
19000 - Machine Tool Operation And Repair Occup	ations	
19010 - Machine-Tool Operator (Tool Room)		16.59
19040 - Tool And Die Maker	21	.46
21000 - Materials Handling And Packing Occupatio	ns	
21020 - Forklift Operator	11.47	7
21030 - Material Coordinator	19.	.89
21040 - Material Expediter	19.8	39
21050 - Material Handling Laborer		9.45
21071 - Order Filler	10.49	
21080 - Production Line Worker (Food Processing		11.47
21110 - Shipping Packer	12.6	
21130 - Shipping/Receiving Clerk	•	12.63

21140 - Store Worker I	9.74	
21150 - Stock Clerk 21210 - Tools And Parts Attendant	13.83	.47
21410 - Warehouse Specialist	11.4	
23000 - Mechanics And Maintenance And Repair Occup		.,
23010 - Aerospace Structural Welder		26.14
23019 - Aircraft Logs and Records Technician		19.25
23021 - Aircraft Mechanic I	23.82	
23022 - Aircraft Mechanic II	26.14	
23023 - Aircraft Mechanic III	27.45	
23040 - Aircraft Mechanic Helper	16.	39
23050 - Aircraft, Painter	18.67	
23060 - Aircraft Servicer	19.25	
23070 - Aircraft Survival Flight Equipment Technician		18.67
23080 - Aircraft Worker	20.78	00.70
23091 - Aircrew Life Support Equipment (ALSE) Mecha	anic	20.78
I 23092 - Aircrew Life Support Equipment (ALSE) Mecha	nic	23.82
23092 - Aliciew Life Support Equipment (ALSE) Mecha	IIIIC	23.02
23110 - Appliance Mechanic	16.5	59
23120 - Bicycle Repairer	12.75	
23125 - Cable Splicer	21.87	
23130 - Carpenter, Maintenance	17	.30
23140 - Carpet Layer	15.40	
23160 - Electrician, Maintenance	20.	
23181 - Electronics Technician Maintenance I		23.68
23182 - Electronics Technician Maintenance II		25.43
23183 - Electronics Technician Maintenance III		27.43
23260 - Fabric Worker	14.14	47.00
23290 - Fire Alarm System Mechanic		17.89
23310 - Fire Extinguisher Repairer	12.	.90
23311 - Fuel Distribution System Mechanic		19.79 15.20
23312 - Fuel Distribution System Operator 23370 - General Maintenance Worker		14.64
23380 - Ground Support Equipment Mechanic		23.82
23381 - Ground Support Equipment Servicer		19.25
23382 - Ground Support Equipment Worker		20.78
23391 - Gunsmith I	12.90	20.70
23392 - Gunsmith II	15.40	
23393 - Gunsmith III	17.89	
23410 - Heating, Ventilation And Air-Conditioning		18.59
Mechanic		
23411 - Heating, Ventilation And Air Contidioning		19.89
Mechanic (Research Facility)		20.50
23430 - Heavy Equipment Mechanic 23440 - Heavy Equipment Operator		20.59 16.96
20440 - Heavy Equipment Operator		10.70

23460 - Instrument Mechanic	18.50
23465 - Laboratory/Shelter Mechanic	16.59
23470 - Laborer	9.45
23510 - Locksmith	16.59
23530 - Machinery Maintenance Mechanic	18.66
23550 - Machinist, Maintenance	17.80
23580 - Maintenance Trades Helper	13.45
23591 - Metrology Technician I	18.50
23592 - Metrology Technician II	19.66
23593 - Metrology Technician III	20.93
23640 - Millwright	17.89
23710 - Office Appliance Repairer	17.13
23760 - Painter, Maintenance	14.67
23790 - Pipefitter, Maintenance	17.84
23810 - Plumber, Maintenance	16.55
23820 - Pneudraulic Systems Mechanic	17.89
23850 - Rigger	17.89
23870 - Scale Mechanic	15.40
23890 - Sheet-Metal Worker, Maintenance	16.98
23910 - Small Engine Mechanic	15.40
23931 - Telecommunications Mechanic I	26.61
23932 - Telecommunications Mechanic II	28.45
23950 - Telephone Lineman	19.48
23960 - Welder, Combination, Maintenance	16.96
23965 - Well Driller	17.89
23970 - Woodcraft Worker	17.89
23980 - Woodworker	12.90
24000 - Personal Needs Occupations	12.70
24550 - Case Manager	13.32
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	11.38
24610 - Chore Aide	8.80
24620 - Family Readiness And Support Services	13.32
Coordinator	
24630 - Homemaker	13.32
25000 - Plant And System Operations Occupations	.0.02
25010 - Boiler Tender	19.71
25040 - Sewage Plant Operator	17.19
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	12.83
25210 - Water Treatment Plant Operator	17.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.20
27007 - Baggage Inspector	12.56
27008 - Corrections Officer	18.66
27010 - Court Security Officer	18.66
·· · · <b>y</b> · · · · ·	

27030 - Detection Dog Handler	16.71
27040 - Detention Officer	18.66
27070 - Firefighter	19.83
27101 - Guard I	12.56
27102 - Guard II	16.71
27131 - Police Officer I	21.41
27132 - Police Officer II	23.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.80
28042 - Carnival Equipment Repairer	13.96
28043 - Carnival Worker	8.96
28210 - Gate Attendant/Gate Tender	13.65
28310 - Lifeguard	12.16
28350 - Park Attendant (Aide)	15.27
28510 - Recreation Aide/Health Facility Attendant	11.14
28515 - Recreation Specialist	17.06
28630 - Sports Official	12.16
28690 - Swimming Pool Operator	19.33
29000 - Stevedoring/Longshoremen Occupational Se	ervices
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	15.68
29042 - Stevedore II	18.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2) 37.52
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2) 25.87
30012 - Air Traffic Control Specialist, Terminal (HFC	O) (see 2) 28.49
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	20.39
30051 - Cryogenic Technician I	23.92
30052 - Cryogenic Technician II	26.42
30061 - Drafter/CAD Operator I	15.59
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	21.59

30095 - Evidence Control Specialist	21.59	
30210 - Laboratory Technician	19.91	
30221 - Latent Fingerprint Technician I	23.92	
30222 - Latent Fingerprint Technician II	26.42	
30240 - Mathematical Technician	24.90	
	17.25	
30361 - Paralegal/Legal Assistant I	21.36	
30362 - Paralegal/Legal Assistant II	26.14	
30363 - Paralegal/Legal Assistant III	31.62	
30364 - Paralegal/Legal Assistant IV		
30375 - Petroleum Supply Specialist	26.42	
30390 - Photo-Optics Technician	22.90	
30395 - Radiation Control Technician	26.42	
30461 - Technical Writer I	26.05	
30462 - Technical Writer II	31.87	
30463 - Technical Writer III	38.56	00.05
30491 - Unexploded Ordnance (UXO) Technician I		23.85
30492 - Unexploded Ordnance (UXO) Technician II		28.85
30493 - Unexploded Ordnance (UXO) Technician III		34.58
30494 - Unexploded (UXO) Safety Escort	23.	
30495 - Unexploded (UXO) Sweep Personnel		23.85
30501 - Weather Forecaster I	23.92	
30502 - Weather Forecaster II	29.09	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	19.99
• • • • • • • • • • • • • • • • • • • •		
Surface Programs		
30621 - Weather Observer, Senior (see	,	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc	,	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot	,	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc	ccupations	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot	ccupations 28.85	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide	ecupations 28.85 9.98	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver	28.85 9.98 15.52	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier	ccupations 28.85 9.98 15.52 11.32	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant	28.85 9.98 15.52 11.32 9.09	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver	28.85 9.98 15.52 11.32 9.09 12.39	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Of 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light	28.85 9.98 15.52 11.32 9.09 12.39 11.09	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Of 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Of 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82 14.07 9.07	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82	59
30621 - Weather Observer, Senior (see 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82 17.82 14.07 9.07 10.35 23.85	59
30621 - Weather Observer, Senior 31000 - Transportation/Mobile Equipment Operation Of 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82 14.07 9.07 10.35 23.85 23.85	
30621 - Weather Observer, Senior 31000 - Transportation/Mobile Equipment Operation Oc 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower 99251 - Laboratory Animal Caretaker I	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82 17.82 14.07 9.07 10.35 23.85 23.85 23.85	}
30621 - Weather Observer, Senior 31000 - Transportation/Mobile Equipment Operation Of 31010 - Airplane Pilot 31020 - Bus Aide 31030 - Bus Driver 31043 - Driver Courier 31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver 31310 - Taxi Driver 31361 - Truckdriver, Light 31362 - Truckdriver, Medium 31363 - Truckdriver, Heavy 31364 - Truckdriver, Tractor-Trailer 99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist 99030 - Cashier 99050 - Desk Clerk 99095 - Embalmer 99130 - Flight Follower	28.85 9.98 15.52 11.32 9.09 12.39 11.09 12.39 14.19 17.82 17.82 14.07 9.07 10.35 23.85 23.85	}

99310 - Mortician	23.85
99410 - Pest Controller	17.95
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	13.63
99711 - Recycling Specialist	17.39
99730 - Refuse Collector	11.76
99810 - Sales Clerk	10.14
99820 - School Crossing Guard	10.26
99830 - Survey Party Chief	20.68
99831 - Surveying Aide	14.32
99832 - Surveying Technician	16.91
99840 - Vending Machine Attendant	11.95
99841 - Vending Machine Repairer	15.17
99842 - Vending Machine Repairer Helper	11.95

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

## \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

# ATTACHMENT 7 Points of Contact

## **GSA Contracting Officer**

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## **GSA Project Manager**

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## LIST OF SOLICITATION APPENDICES

**Appendix A:** EVALUATION CRITERIA FOR AWARD **Appendix B:** INSTRUCTIONS TO OFFERORS

Appendix C: PAST EXPERIENCE INFORMATION SHEET

Appendix D: PRICING SPREADSHEET Appendix E: APPLICABLE DOCUMENTS Appendix F: TEST PROJECT EXAMPLE

Appendix G: LETTER OF COMMITMENT TEMPLATE

## APPENDIX A Evaluation Criteria

(NOTE: This Attachment falls off of the PWS at the time of project/contract award).

## 52.212-2 Evaluation—Commercial Items (October 2014)

- (a) The Government will award a task order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### (End of Provision)

Technical quotes will be evaluated based on the factors described in Section 2.0 of this Appendix. A price evaluation will only be done for offerors with a technical quote receiving an overall technical rating of ACCEPTABLE or higher. All evaluation factors other than price, when combined, are significantly more important than price. Award may be made to the offeror whose quote is determined to be the best value for the Government.

Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial quotes, without discussion.
- b. Ask clarifying questions during the question and answer period of the oral presentations if needed. Clarification questions may include asking the offeror to clarify statements made during the oral presentations, if the content of the oral presentations warrant clarification. Clarification questions may include asking the offeror to clarify its written technical quotes. As a result, the Government may have communications with some, but not all, offerors; these communications, however, will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing quote revisions.
- c. The Government reserves the right to seek a price reduction from any or all offerors in accordance with FAR 8.405-4.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the price quote, or request price substantiating documentation to facilitate the Government's final evaluation of price quotes with one or some of the offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's quote in terms of conformance to RFQ requirements, and do not constitute discussions such as the removal of an unacceptable assumption, or materially change pricing.

Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in guotes is prescribed in 18 U.S.C. 1001.

#### PASS/FAIL ELEMENTS

The Government will evaluate the following pass/fail elements. A failure on any single pass/fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and price quote conducted by the Government.

Pass/Fail Elements:

The following will be evaluated on a pass/fail basis:

- a. The Government will reject any quote that fails to provide the information listed in Section 1 of Appendix H
- b. The Government will reject any quote that does not provide the timely Required Tax Certifications listed in Section 2 of Appendix H
- c. The Government will reject any quote that does not provide a timely signed OCI Certification for the offeror and each subcontractor, consultant, teaming partner, and individuals involved in quote development. All information pertaining to OCI is outlined in Section 6.12.8 of the PWS. The OCI Certification Statement is located in Section 3 of Appendix H.
- d. The Government will reject any quote that fails to provide the Representations and Certifications listed in Section 4 of Appendix H
- e. The Government will reject any quote that does not provide a name for each Key Person proposed at the quote submission due date. A quote that states "To Be Determined" or TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government. Required Key Personnel are listed in Section 5.6.3 of the PWS. Instructions for submission of required Key Personnel are located in Section 3.2 of Appendix B.
- f. The Government will reject any quote that does not provide a Letter of Commitment, signed by each proposed Key person at the quote submission date. (Appendix G)

#### **EVALUATION FACTORS**

The Technical Evaluation Team (TET) will evaluate technical proposals (Appendix B, Parts II and III) based on the following factors listed in descending order of importance:

**Factor 1:** Past Experience (PE) (Appendix C, Part II) and its relevancy to the scope, size, and duration of requirements identified in the PWS within the past three years.

**Factor 2:** Technical and Management Approach (TMA) (Appendix B, Part III) and its feasibility, practicability, and appropriateness in accomplishing PWS requirements.

The technical quote evaluation factors are listed in descending order of importance. Both technical factors combined are significantly more important than price. The receipt of an evaluation rating of Not Acceptable/No Confidence in any single Factor will result in the overall quote being determined Not Acceptable and therefore ineligible for award. Non-price factors will be evaluated first, then price. The Government may award to other than lowest price. The government will select a proposal based upon a best value determination.

The award may be made based on initial submissions. Therefore, offerors are encouraged to submit initial proposals with the most favorable terms from a technical and price standpoint. Quotes shall set forth full, accurate, and complete information as required by this solicitation package.

This requirement will be conducted in accordance with FAR Subpart 16.505, as the task order will be placed against the OASIS GWAC contract.

#### 1.0 Evaluation Information

\*\*\*\*\* NOTE: Failure to comply with any of the requirements identified in the Solicitation/PWS, may render the contractor's proposal unacceptable. \*\*\*\*\*

A debriefing may be requested by the offeror and shall be conducted by GSA in accordance with the requirements of 52.212-1(l).

#### 2.0 Technical Evaluation Factors

#### 2.1 Past Experience(PE):

This factor considers the extent of the offeror's relevant past experience compared to the requirements specified in the solicitation. Using the PE Information Sheet (PWS/Appendix C) provide the PE information for three (3) past or on-going projects performed or completed within the past (3) years of the date of posting of this solicitation. The PEs that demonstrate successful performance of at least 36 months would be given more favorable consideration compared to the PEs that demonstrate less than 12 months of successful performance. All three projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements, Indefinite-Delivery/Indefinite-Quantity contracts) do not satisfy the PE requirement unless submitted together with a task order similar in size, scope and complexity to this requirement and awarded and performed under the vehicle.

The offeror may use subcontract experience in addition to past experience as the prime contractor, as long as it is recent and relevant and of similar size, scope and duration to the work described in the PWS. Prime level experience may be given greater consideration than subcontract level experience, depending on the project scope (value, Period of Performance, and type of work performed and its applicability to the current requirement). The offeror must identify whether it was the prime or a subcontractor for each project.

Two of the three PE references may be from a key subcontractor to the offeror, but at least one PE

references must be from the prime OASIS contractor providing the proposal.

Note: In rating this factor, the Government will evaluate the firm's similar experience. The government's consideration of experience will include the offeror's organizational experience but will not include specific consideration of the offeror's proposed, current, or former personnel experience as part of the offeror's organizational experience.

## 2.1.1 Past Experience Evaluation Standard

Past Experience (PE) is defined as the work the vendor has performed that shows they have the capability to successfully complete the tasks identified in this solicitation at minimum risk to the Government. The PE factor will be evaluated based on an overall (i.e., taken as a whole) consideration of the following (these elements are not sub-factors and will not be individually rated, but will be evaluated as a whole to arrive at the factor –level rating):

- 1. Similar in Scope is defined as a measurable range of operations that include the major requirement areas of Section 4 of this PWS. Past Experience should also describe, in as much detail as possible, why this experience is relevant with respect to the scope of the overall task and to the requirements as described in Section 4 of this PWS.
- 2. Similar in Size is defined as dollar value and/or number of personnel in similar skill sets.
- 3. Similar in Duration is identified as any contract period of performance <u>lasting three (3) years or</u> longer.

The standard is met when the offeror demonstrates they have the ability to complete projects that are relevant in scope, size, and duration to the work required in the PWS.

This past experience will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully complete a project with comparable scope, size, and duration with minimal risk. Evaluations shall be in accordance with the criteria established in the solicitation. The offeror's past experience should detail the relevance of a recent effort accomplished by the offeror.

## 2.2 Technical and Management Approach (TMA)

This factor considers the extent which the offeror understands the technical and managerial requirements of the RFP and the offeror's technical approach to meeting those requirements are feasible, practical, and appropriate. In support of the evaluation of the TMA each offeror should take into account the following:

- 1. Description/Narrative of the vendor's knowledge and understanding of the requirements as outlined in the solicitation. Includes the methodologies, processes, and techniques used to fulfill the technical requirement of the solicitation including the management of the task.
- 2. Feasible: Can successfully accomplish the tasks with the resources identified.
- 3. Practical: Logical approach that does not introduce a high level of risk in order to successfully complete the task requirements.
- 4. Appropriate: A suitable approach that is within the scope of the task and satisfies all of the task order requirements.
- **2.2.1** Each offeror will be evaluated on their demonstrated understanding of the task order requirements, the adequacy of the solution/approach, the quality and completeness of their technical solutions to these

objectives, and the overall qualifications and skill mix of the contractor workforce proposed to address these contract objectives.

NOTE: An offeror must not simply state that it is willing to perform the solicitation requirements. Vendors must show they are capable of performing the work described in the solicitation. Simply stating they are willing to perform the work without demonstrating their approach may result in a rating of "unacceptable".

The TMA Factor will be evaluated based on an overall (i.e., taken as a whole) consideration of the following (these elements are not sub-factors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating):

- a. The relevancy and comprehensiveness of the offeror's proposed Technical and Management Approach including an assessment of the degree to which it reflects an effective, efficient, feasible, and practical level of understanding of the operating environment in accomplishing the tasks and deliverables of this TO from a management perspective, with minimal risk, and innovative and cost-effective ideas.
- b. A clear and comprehensive understanding of the missions and the operational and technical environments of the CCM.
- c. A comprehensive, effective, and efficient approach/methodology for meeting, integrating, and accomplishing the objectives, conditions, and requirements of each task area that encompasses all of the subtask requirements of the TO.
- d. The degree of effectiveness and comprehensiveness of the offeror's methodology for coordinating and collaborating to ensure coordinated service delivery, build synergies, promote knowledge sharing, and drive efficiencies.
- e. The degree of effectiveness and efficiency of the offeror's approach for meeting the goals, objectives, conditions, and task requirements of the TO.
- f. The degree of effectiveness and feasibility of the offeror's Transition Support to include the Draft Transition-In Plan.
- g. The degree of relevance, comprehensiveness, and efficiency of the offeror's risk management methodology during the TO (to include transition) to include the planned actions to mitigate or eliminate risks.
- h. A sound approach to identifying and applying resources to accomplish the requirements in an appropriate and efficient manner.
- i. The degree of effectiveness, relevancy, and practicality of the offeror's methodology to ensure clear lines of authority and communication within the offeror's team and between the offeror's team and the Government, for timely problem identification, mitigation, and resolution.
- j. The effectiveness and comprehensiveness of the offeror's approach to coordinating and collaborating with existing contractors.
- k. Facilities and testing equipment capabilities

The standard is met when the offeror has demonstrated understanding of the task order requirements, the adequacy of the solution/approach, the capability of their facilities and testing equipment, the quality and completeness of their technical solutions to these objectives, and the overall qualifications and skill mix of the contractor workforce proposed to address these contract/task order objectives.

The technical rating reflects the degree to which the proposed approach meets or does not meet the threshold performance or capability requirements. Evaluations shall be in accordance with the criteria established in the solicitation.

The offeror's technical solution will be rated in conjunction with the risk associated with its technical approach. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance. In short, the PE/TMA rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

The following ratings will be given for PE/TMA: Excellent, Very Good, Exceptional, Marginal, or Unacceptable.

## 2.3 Past Performance (PP)

While past performance is not a formal evaluation factor for this procurement, the GSA CO will review the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Excluded Parties Lists System (EPLS) (within System for Award Management (SAM)) information on the awardee in order to make a past performance responsibility determination in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1, "Obtaining Information."

The Government reserves the right to review information contained in the Past Performance Information Retrieval System (PPIRS) (http://www.ppirs.gov/), and other applicable Government systems and sources in an effort to make an informed responsibility determination prior to award.

#### 3.0 Price

Price will not be assigned an adjective rating and will be evaluated separately from all non-price elements of the proposal. The offeror's price quote (Appendix D: Pricing Spreadsheet) will be evaluated not only to determine the fairness and reasonableness of proposed pricing, but also to determine that the offeror understands the work and their ability to perform the Task Order. The six-month extension period, authorized by FAR clause 52.217-8, will not be included in the total evaluated price; however, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six-month extension. Prices that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration.

The Government reserves the right to reject any quote that includes any price assumptions that may adversely impact satisfying the Government's requirements. The Government reserves the right to reject any quote that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

**Note:** Contractor shall propose per the instructions in the solicitation. [END of Appendix A]

## APPENDIX B Instructions to Offerors

## 1. 0 Proposal Format

The contractor's proposal shall be valid for no less than 150 days, must include the following information and must not exceed the page limitations provided.

## PART I: GENERAL INFORMATION, REPRESENTATIONS AND CERTIFICATIONS (Appendix H)

- GENERAL INFORMATION: Including Vendor Name, Address, DUNS, OASIS Contract Number, and Tax ID Number shall be completed in Section 1 of Appendix H and submitted in the response package.
- REPRESENTATIONS AND CERTIFICATIONS, TO INCLUDE:
  - > 52.212-3 Offeror Representations and Certifications -- Commercial Items (Nov 2017)
  - ➤ 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)
  - ➤ 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)
  - ➤ If all Reps and Certs are on the SAM website, please note this information on the cover letter of the package.
  - ➤ No page limit Section 4 of Appendix H shall be completed and submitted in the response package
- ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (OCI) and OCI MITIGATION
   PLAN:\*\* The OCI Certification is required with response package. The OCI Mitigation Plan shall be submitted in the response package, if an OCI has been identified and requires mitigation. The offeror and each subcontractor, consultant teaming partner, and individuals involved in quote development shall complete and sign an OCI Statement. All information pertaining to OCI is outlined in Section 6.12.8. Instructions for OCI Statement submission are provided in Section 3 of Appendix H.
- REQUIRED TAX CERTIFICATION: The Tax Certification provided in Section 2 of Appendix H shall be completed and submitted in the response package.

**PART II: PAST EXPERIENCE (PE) (Appendix C):** (Max 3 references) Three references shall be provided using the Past Experience Information Sheet (Appendix C) and submitted in the response package.

PART III: TECHNICAL AND MANAGEMENT APPROACH - WRITTEN PROPOSAL

- WRITTEN TMA PROPOSAL: 10 Pages max (Does not include Key Personnel Resumes, Letters of Commitment or PDF version of Oral TMA Presentation Slides)
- **KEY PERSONNEL RESUMES/CVs**: Resumes shall not exceed 2 pages for each of the Key Personnel proposed.
- KEY PERSONNEL LETTER OF COMMITMENT: See Appendix G

**PART IV: TECHNICAL AND MANAGEMENT APPROACH – ORAL PRESENTATION:** See instructions in Section 3.2.2 of this Appendix for Oral Presentation

**PART V: PRICING:** 4 pages max (does not include mandatory Excel Pricing spreadsheet, items required by Paragraph 3.3.1.1 Materials/ODC Purchases or Offeror location's SCA wage determination) The offeror shall submit all (if any) assumptions upon which the Price Proposal is based.

**Note**: Written portions of Proposal shall be 8.5" x 11" page size in Times New Roman font with minimum of 10-point font (8-point font in tables) with the exception of PDF copies of Presentation Slides, Appendix H, Appendix C and Excel pricing spreadsheet which must be legible.

## 2.0 Proposal Development Instructions

The contractor must submit the proposal documents/media by the dates and times established in the RFP Cover Letter. If you are unable to submit your proposal in GSA's ASSIST Electronic Ordering System, known as ITSS, due to technical difficulty, immediately report the problem to the ITSS help desk and the CO, Tammy Mattox, (972) 345-1578(p), <a href="mailto:tammy.mattox@gsa.gov">tammy.mattox@gsa.gov</a> or Acquisition Project Manager (APM) Cherline Pierre, (817) 978-7076(p), <a href="mailto:cherline.pierre@gsa.gov">cherline.pierre@gsa.gov</a>, in sufficient time prior to closing to allow for the submission of the proposal via an alternative method.

NOTE: Failure to register properly in GSA ASSIST's Electronic Ordering System (ITSS) is not an acceptable excuse for the inability to submit a proposal.

If a contractor decides to submit a "No Bid" in response to the solicitation, GSA requests a reason be provided.

Proposals shall be provided to the Government in four (4) separate Volumes by the dates and times established in the RFP Cover Letter..

**Volume 1: PART I - General Information, Representations and Certifications (Appendix H):**Preliminary Proposal Information shall be submitted via the GSA ASSIST Electronic Ordering System (ITSS) by the due date specified in the Cover Letter for Preliminary Proposal Documents.

Volume 2: PARTS II & III – Past Experience and Written TMA Proposal Information: Past Experience Information Sheet (Appendix C), Written TMA Proposal and Personnel Resumes and Letters of Commitment shall be submitted via the ITSS

**Volume 3: PART IV – Oral TMA Presentation:** TMA Oral Presentation slides of offeror's proposal shall be submitted as a PDF version via the ITSS. If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated. The Oral TMA Presentation (Part IV) requirements are described in Section 3.2.2 of this Appendix.

**Volume 4: PART V – Pricing:** Mandatory Excel Pricing spreadsheet, items required by Paragraph 3.3.1.1 Materials/ODC Purchases, Offeror location's SCA wage determination and up to 4 Pages max Pricing Support Information shall be submitted via the ITSS

The offeror shall submit the Parts I, II, III, V and PDF copies of the Part IV Oral TMA Presentation slides by the date and time specified in the RFP Cover Letter. The Proposal Information shall be submitted through ITSS. Parts I, II, III & IV shall contain no pricing data.

The Offeror shall submit all industry questions concerning this solicitation to the Acquisition Project Manager (PM) <a href="mailto:cherline.pierre@gsa.gov">cherline.pierre@gsa.gov</a> and GSA CO via email to <a href="mailto:tammy.mattox@gsa.gov">tammy.mattox@gsa.gov</a> by July 10, 2018, 2:00 PM CST. POC Information from interested parties needed for scheduling Oral Presentations shall be submitted to the GSA PM and CO via email to cherline.pierre@gsa.gov and <a href="mailto:tammy.mattox@gsa.gov">tammy.mattox@gsa.gov</a> by August 3, 2018, 2:00 PM CST. The GSA CO will compile all questions and responses and post them for all solicited vendors to view via amendment. Questions or requests for extension submitted after the cut-off date will not be considered. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation. The GSA CO will not accept any questions via phone calls. Any and all questions must be submitted in writing by the due date provided.

The only method by which any term of the solicitation (to include the PWS) may be changed is by a formal amendment to the solicitation generated by the issuing office. No other communication made whether oral or in writing (e.g., Industry Questions & Answers prior to response closing date and time, clarifications, etc.), will modify or supersede the terms of the solicitation. No contact with anyone other than the responsible CO is allowable after the release of the solicitation.

The Government reserves the right to make a selection based upon initial offers received, without discussion of such offers; therefore the offeror should submit its best terms in its initial proposal. The Government also reserves the discretion to confer with offerors/interested parties and request revised proposals if needed.

The Government reserves the right to make no award.

Offeror's shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Offeror's own risk. Failure to comply with all of the terms and conditions of the solicitation, to include the PWS, may result in the Government's elimination of the Offeror's proposal from further consideration for award. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

#### 3.0 Required Information

#### 3.1 Past Experience

This factor considers the extent of the offeror's relevant past experience compared to the requirements specified in the solicitation. Using the PE Information Sheet (PWS/Appendix C), the offeror shall provide PE information for three (3) past or current projects executed within the past three (3) years of the deadline for proposals, with comparable requirements to the solicited task. All three references shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements, Indefinite-Delivery/Indefinite-Quantity contracts) do not satisfy the PE requirement

unless submitted together with a task order similar in size, scope and complexity to this requirement and awarded and performed under the vehicle.

## 3.2 Technical and Management Approach (TMA)

In support of the evaluation of the TMA each offeror must submit the following:

## 3.2.1 Written Technical and Management Approach (TMA) Proposal

- a. Key Personnel resume(s) (limited to 2 pages each) shall be submitted with the TMA.
- b. Key Personnel Letter(s) of Commitment (Appendix G)

#### 3.2.2 Oral TMA Presentation

#### 3.2.2.1 Oral TMA Presentation Slides

The offeror shall submit a PDF version of the presentation slides via the ITSS by the proposal due date specified in the Cover Letter. If the slides are not submitted by the quote due date specified in the Cover Letter, they will not be evaluated. The offeror shall bring five (5) paper copies and one electronic copy of the Oral TMA Presentation slides with them to the Oral TMA Presentation. The Oral TMA Presentation slides shall be separately bound from all other parts of the written quote.

Each slide shall reference in the top right corner, the Section/subsection number from Section 4 - Requirements/Specific Tasks and Section 5 – Operational Requirements that is being described/discussed on the slide, where applicable.

#### 3.2.2.2 Oral TMA Presentation

Offerors that have not heard otherwise shall present an Oral TMA Presentation to the GSA CO, GSA PM, the Technical Evaluation Board (TEB) Members, and other representatives of the Government at the Federal Building in Fort Worth, TX. The Oral TMA Presentation will be held at the unclassified level.

The Oral TMA Presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the RFP. The offeror's Oral TMA Presentation shall contain the information detailed in Section 3.2.2.9 of this Appendix which can found on page 102.

Oral Technical Quote Presentation slides presented that differ from slides delivered with the Written Technical Quote Part III will not be evaluated.

While there will be an oral Q&A session following the Oral TMA Presentation, the offeror shall present its initially submitted quote in a manner that is clear and complete.

#### 3.2.2.3 Oral TMA Presentation Scheduling

The GSA CO will provide the Oral TMA Presentation schedule to the point of contact (POC) identified in the proposal. Each offeror's Oral TMA Presentation will be preliminarily scheduled by the GSA CO after receipt of Part I and will be confirmed after the GSA CO determines that the offeror passed all of the Pass/Fail requirements.

Oral Technical Quote Presentations will be given at facilities designated by the GSA CO. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled. Time slots will be assigned randomly and may not be changed or traded. The Government

reserves the right to reschedule any offeror's Oral TMA Presentation at its sole discretion.

## 3.2.2.4 Oral TMA Presentation Participation and Constraints

The offeror shall identify all authors of the Oral TMA Presentation by name and association both in the Oral Presentation Slides and at the start of the presentation. Attendance at the presentation and the subsequent oral Q&A session shall be limited to the offeror's Key Personnel (Key Personnel are highly encouraged to attend) and no more than three additional corporate representatives of the offeror. An offeror's "Key Personnel" includes only those persons who will be assigned to the TO as Key Personnel as described in PWS Section 5.6.3. Three additional corporate representatives from the offeror may attend, but will not be allowed to participate in the oral presentation. Any of the three additional corporate representatives may make a brief introduction which will not be evaluated, but will count toward the offeror's allotted time. For the remainder of the Oral TMA Presentation, only Key Personnel shall present.

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 60 minutes to present. There is no limit to the number of slides that can be presented during the Oral TMA Presentation, but only those slides actually discussed and presented during the oral presentation will be considered for evaluation. Reading the slide title or other similar commentary is not considered presenting the slide. The presentation will be stopped precisely after 60 minutes.

#### 3.2.2.5 Oral TMA Presentation Media

Presentation media is limited to computer based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. No other media may be used.

Except for the projection screen and projector provided in the conference room, the Government will provide no other equipment. The offeror shall be responsible for any equipment necessary for the presentation. The offeror is permitted to have a timer, computer, and their own projector (if preferred) in the room during the oral presentation, including the oral Q&A session.

**3.2.2.6 Prohibition of Electronic Recording of the Oral TMA Presentation and Oral Q&A Session**The offeror may not record or transmit any of the Oral Technical Quote Presentation process to include the oral Q&A session. All of the offeror's electronic devices, including cell phones and any media not used during the presentation shall be removed from the room during the oral presentation, caucusing, and Q&A session.

## 3.2.2.7 TMA Oral Q&A Session

The purpose of the oral Q&A session is to allow the Government to ask questions, as deemed necessary, that will serve to clarify to the Government, for evaluation purposes, the offeror's methodologies and approaches as proposed. It is the Government's intent to ask clarifying questions only to the extent deemed minimally necessary for the evaluators to sufficiently understand what is being proposed. The offeror shall be prepared to answer questions about the Oral TMA Presentation and the Written TMA Proposal in the oral Q&A session. The oral Q&A session will be held at the unclassified level.

#### 3.2.2.8 TMA Oral Q&A Session Format

Upon completion of the Oral TMA Presentation, the Government may caucus to formulate any clarification questions regarding the Written TMA Proposal and Oral TMA Presentation. Clarification questions, if any, may be posed by the GSA CO or the TEB Chairperson. Although no stated time limit for the duration of the oral Q&A session will be imposed, for planning purposes, the clarification session is expected to last

approximately one hour (tailor as necessary).

The offeror shall bring five (5) bound printed copies of its TMA Proposal (Parts III and IV) to refer to throughout its oral Q&A session. The offeror shall not present any information to the Government other than answering the clarification questions posed. Quote revisions are not expected and will not be allowed. The offeror may briefly caucus to coordinate responses to specific requests for clarifications; these brief caucuses may not last longer than five minutes before presenting the coordinated response. The entire session will be documented by the Government. Upon completion of the Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical quote. The total oral presentation, caucus, and clarification session are expected to last not more than three hours. The GSA CO and the TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer clarification questions.

#### 3.2.2.9 Oral TMA Presentation Content

The Oral TMA Presentation shall not exceed 60 minutes. Any content presented after this time limit is reached will not be considered. It is not the Government's intent for the offeror to duplicate information being provided in the written portion of the TMA Proposal. Content of the Oral TMA presentation should include a detailed account of the offeror's facilities, testing equipment available, and capabilities relevant to the specific requirements detailed in PWS Section 4. Offerors are encouraged to address their technical solution for providing the support services requirements including the approach, methodology, analytical techniques and planned action to mitigate or eliminate risks. Offerors are also encouraged to emphasize their facilities, equipment and capabilities with regard to the following:

- MANPADS (domestic and foreign), and MANPADS Remote Launcher Systems (RLS)
- Ability to support open-air testing of Aircraft Survivability (ASE) MWS Testing with RF Threat simulators
- Ability to support open-air live-fire testing, expertise in the Aircraft Survivability (ASE) MWS
  Testing arena
- Specific ASE MWS expertise
- Specific ASE MWS analysis and reporting and capabilities
- Ability to provide telemetry packages for man portable air defense systems (MANPADS) missiles (foreign and domestic)
- In house ability to provide manufacturing, maintenance and repair of MANPADS related equipment hardware to include RLS, threat missile seekers (analog and digital) repair
- Ability to provide help-desk support for developed software for RLS, PRTS and HPRTS
- Ability to support in house manufacturing, maintenance and repair of RLS, PRTS, and HPRTS
- Ability to expeditiously acquire COTS equipment/hardware in support of tasking
- Ability to provide personnel to support OCONUS testing

The Oral TMA Presentation shall be in a presentation format. Use of video graphics will be allowed and video or photographs of offeror's facilities and testing equipment is encouraged. Please note cinematic features will not be evaluated. The offeror shall provide one (1) electronic copy of the Oral TMA presentation slides in the PowerPoint format on the day of the presentation.

#### 3.3 Price Evaluation Standard

This requirement is for an incrementally funded T&M project. In the pricing section of the response to this PWS, offerors shall include specific skill category(s) with rates the contractor expects to invoice and the number of positions with estimated total hours for each position based on the LOE described in Section 5 Table 2. [NOTE: If the offeror desires/chooses to propose alternative solutions the offeror must provide the rationale explaining why they chose to deviate from the proposed mix (labor category and hours) so that it is clear that they understand the requirement. Any deviation without supporting rationale may render your quote unacceptable as the government may be unable to determine if the offeror sufficiently understands the task order requirements.

The Government considers 1,920 hours (excludes holidays) to be a full years' labor for one individual. The government may accept a quote containing a justified alternative level of effort solution as part of a best value determination. These estimates will become ceiling amounts upon award of the Project. These rates shall be fully burdened, and upon award, all labor and indirect rates (material handling) will be considered fixed and shall not be subject to DCMA/DCAA or other finalized audited rates.

The vendor shall also provide pricing information in an electronic format utilizing the mandatory Excel Pricing Spreadsheet (Appendix D) that describes all costs (labor categories, rates, hours, indirect rate). This pricing information does not count towards the 4 page pricing total. Contractor shall provide the SCA wage determination for the Contractor site location(s) which will be incorporated at award and annotate in accordance with the instructions on the Pricing Spreadsheet the labor categories that are subject to the SCA.

In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on all services offered by the contractor for this requirement. The vendor will provide prompt payment terms in their proposal.

#### 3.4 Materials/Other Direct Costs (ODCs)

Materials/ODC's are anticipated for this task. The vendor will comply IAW terms identified in the PWS. Materials/ODC's estimates are provided to the vendor for development of a proposal and are shown in the PWS. These estimates will become ceiling amounts upon award of the Project. Ancillary subcontract services are to be proposed and awarded as Material/ODCs. The offeror may propose a material handling (MH) fee for items procured on behalf of the Government under the terms of this order. If a MH rate is agreed to by the Government, the rate shall be fixed for the life of the order. Material handling fee (if proposed) will be considered as included in the materials/ODC's estimates totals provided. Refer to the Pricing Spreadsheet (Appendix D) for submission of proposals.

NOTE: If the offeror desires/chooses to propose alternative solutions the offeror must provide the rationale explaining why they chose to deviate from the proposed mix (labor category and hours) so that it is clear that they understand the requirement. The offeror may offset proposed increases in labor mix by deducting that same amount from the estimate Materials/Hardware/ODCs provided in PWS Section 5.8. Any deviation without supporting rationale may render your quote unacceptable as the government may be unable to determine if the offeror sufficiently understands the task order requirements. The Government considers 1,920 hours (excludes holidays) to be a full years labor for one individual. The government may accept a quote containing a justified alternative level of effort solution as part of a best value determination. The total solution requires the procurement of supplies and/or services that are unknown at the time of award, and will be vital to the overall success of this order. An estimated ceiling amount for

materials/ODCs has been established in the PWS. The Government reserves the right to change the Materials/ODCs amount upon award. In order to procure materials/ODCs on behalf of the Government (that are unknown and unpriced at the time of solicitation and subsequent award), the following must be provided with the solicitation response: (1) Offerors must provide verification from a cognizant audit agency that their accounting system had been audited and deemed adequate for determining applicable costs to the contract the price offering is based upon; such as, an approved DCAA audit report. (2) Offerors must provide a statement of compliance with the CTP procedures and the FAR, GSAR and client agency regulatory requirements if awarded this order, and (3) Offerors must provide documentation from the cognizant agency that the Contractor has a Government Approved Purchasing System.

#### 3.5 Travel

Travel is anticipated for this task. The vendor will comply IAW terms identified in the PWS. Travel ceilings are provided to the vendor for inclusion in a proposal and are shown in the PWS. Refer to the Pricing Spreadsheet (Appendix D) for submission of proposals. DO NOT ALTER THE PROVIDED TRAVEL ESTIMATE.

## 3.6 Appendix H: General Information, Representations and Certifications

In response to this solicitation the vendor shall complete and submit signed copies of all four sections within Appendix H: General Information, Representations and Certifications. All of the information required in Appendix H represent Pass/Fail Elements of the offeror's proposal. Failure to complete Appendix H and submit signed copies of Sections 1-4 will make the proposal ineligible for award, with no further evaluation of the technical and price quote conducted by the Government.

[END of Appendix B]

# APPENDIX C PAST EXPERIENCE INFORMATION SHEET

Past Experience Information Sheet will be provided separately

[End of Appendix C]

#### APPENDIX E

#### TEST PROJECT EXAMPLE

The following project is representative of actual directives to be assigned under this contract. Support requirements, parameters, and schedules are specified by these documents. This information is being provided to assist offerors in preparing their Technical and Management Approach.

## 2.1. Sample Project No. 1

## **Expanded test capability**

- 1. TITLE: Remote Launcher System Upgrade
- 2. IDENTIFICATION: Project to Be Assigned
- 3. BACKGROUND: The Remote Launcher System (RLS) consists of three test vehicles and three remote launchers. These systems can live fire various types of missiles to support test activities
- 4. SCOPE: This task will be to modify the launcher to be able to launch a new type of foreign missile.

Contract support will modify the launcher and assure that all necessary hardware and software modification are made to allow safe firing of the new type of missile. At a minimum, the Contractor shall:

- a. Make modifications to the launcher to enable the new missile to be mounted.
- b. Make modifications to the connectors, coolant lines and controls to enable the missile to be operated remotely from the test vans
- c. Upgrade the van software to operate the missile and to collect data.
- d. Assure that the modifications/upgrades will not affect other missiles that may be launched from the launcher.
- 5. PERIOD AND LOCATION OF OPERATION: This Project will commence immediately upon issuance of a contract modification and continue through completion of the directive. Anticipated start date should be as soon as possible. Duration for this effort is expected to be 6 months. Location will be BLDG 1413, WSMR, NM. The test that the new capability will be needed for is scheduled for September 2018.

#### 6. DETAILED REQUIREMENTS:

- a. The new asset and breaCOut box will be provided by the Center.
- b. The Contractor shall manufacture any equipment necessary to mount the missile on to the launchers.
- c. The Contractor shall make any modifications to the launcher necessary to accommodate the missile, including gas lines, power, safety fixtures, and launch control features necessary to properly operate the missile.
- d. The Contractor shall integrate the breaCOut box with the existing launcher/van. This will include building a new cabling and connectors required.
- e. The Contractor shall perform necessary software modifications to allow the missile to be remotely operated from the control van.
- f. The contractors will regression test any changes made to assure compatibility with other existing missiles launch capabilities.
- g. The Contractor shall document all work done on the launcher and launch control van, including software changes.
- g. The expected level of effort will be 4 people for 400 hours each.
- 7. SECURITY REQUIREMENTS: Check appropriate security requirement. If more than one box is checked the highest level of security shall apply until the project is modified.
  - ☑ Classified Project: This project is for a CLASSIFIED PROJECT: Performance on this project will require access to SECRET information. Contractor personnel will require a DISCO granted Security Clearance.
- 8. SUPPLIES AND EQUIPMENT: The Government will furnish the Remote Launcher Systems, Missile, and breaCOut box required for the performance of this project. The contractor is expected to procure necessary hardware to mount the missile, connect the missile/breaCOut box to the launcher/van.
- SAFETY/ENVIRONMENTAL: All applicable State, Federal, Army, and installation safety and environmental regulations will be followed scrupulously. QA/QC procedures will be practiced to ensure all handling, management, and disposal actions meet regulatory requirements.
- 10. PUBLIC DISCLOSURES: The Contractor shall make no public announcements or disclosures relative to information contained or developed in the performance of this project except as authorized by the COR and Contracting Officer.

11. DISPOSITION OF MATERIALS: All materials will remain the property of the Government. It is the responsibility of the Contractor to assure that all equipment and unused materials are returned to the Government upon completion of the project or as requested by the COR and/or Test Director.

#### PROJECT SUBMITTAL REQUIREMENTS

## 1. CONTRACTOR'S PROGRESS, STATUS and MANAGEMENT REPORTS TO COR

- 1.1. Contractor Reporting Format: : The contractor shall provide data/reports in accordance with the Data Item Descriptions (DIDs) which are incorporated as Technical Exhibits (TE) (See Attachment 5). The reports shall be typed, written or printed on standard size paper (8.5" x 11"), with the pages sequentially numbered and securely bound together. As necessary, graphic material may be one-way foldouts. All attachments shall be identified and referenced in the text. All documents shall be legible and reproducible and may also be requested in electronic format.
- 1.2. **Content:** Due 5 days after each month. This report shows the progress of work and the status of the program and of the assigned projects, reports costs, and informs of existing or potential problem areas. The Progress, Status and Management Report shall include a front cover sheet which includes the project number, nomenclature of the system or program, date of report, period covered by the report, the title of the report and the security classification. It shall include a description of the progress made against milestones during the reporting period; results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations; any significant changes to the Contractor's organization or method of operation, to the project management network, or to the milestone chart; problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; cost curves showing actual and projected conditions throughout the contract; any cost incurred for the reporting period and total contractual expenditures as of reporting date; person-hours expended for the reporting period and cumulatively for the contract; any trips and significant result; record of all significant telephone calls and any commitments made by telephone; summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs; contract schedule status; plans for activities during the reporting period; name and telephone of preparer of the report; and appendices for any necessary tables, references, photographs, illustrations and charts.

## 2. TECHNICAL REPORT-MANUALS/SERVICES

- 2.1. Format: The contractor shall provide data/reports in accordance with the Data Item Descriptions (DIDs) which are incorporated as Technical Exhibits (TE) (See Attachment 5). The technical report for study/services will be required by specific project. The report and all attachments shall be type written or printed on standard size paper (8.5" x 11"), with the pages sequentially numbered and securely bound together. As necessary, graphic material may be one-way foldouts. All attachments shall be identified and referenced in the text. Each section and paragraph shall be numbered. Plans/manuals of more than 30 pages in length shall contain a Table of Contents. Plans/manuals more than 120 pages in length shall also include an Index. All documents shall be legible and reproducible and may also be requested in electronic format.
- 2.2. Content: The title page shall identify the report by providing contract number project name or purchase description title, project number, and reporting period. The report shall also include a Table of Contents and two Sections. Section I shall include an Introduction, a Summary (a brief statement of the effort), and results (and their condensed technical substantiations). Section II shall include a complete and detailed description of the efforts, which led to the results, stated in Section I above.
- 3. **PERFORMANCE AND COST REPORTS:** The Performance and Cost Report provides current status and projected requirements of funds, man-hours, and work completion. The report is used for evaluation of Contractor progress.
  - **3.1. Format:** Performance and cost reports shall be provided for each monthly reporting period. The Performance and Cost Report format shall be Contractor selected. The initially used format arrangement shall be used for all subsequent submissions.
  - 3.2. Content: The Performance and Cost Report shall contain the following: 1) Total manhours expended by technical categories or program projects, cumulative total man-hours to date, and percentages of total man-hours spent to date, and a statement as to whether or not remaining hours are sufficient to complete the project; 2) Total funds expended by project for the month; cumulative totals spent to date; percentage of total contract funds spent to date; and a statement as to whether or not remaining funds are sufficient to complete the project; 3) Work completion including percentage of work completed, by project during the month, and cumulative percentage of total contract work completed to date.
- 4. **ACCIDENT PREVENTION SAFETY PROGRAM:** The accident prevention safety program presents the Contractor's plans for the prevention of accidents, the protection of personnel against injury, and the preservation of equipment and property, both Government and public, from damage.
  - **4.1. Format:** Narrative format. Due within 30 days after commencement of project.

4.2. Content: The Contractor shall prepare a written, comprehensive accident prevention safety program for his activities. This program shall be in accord with, the latest DA/AMC accident prevention objectives. Areas of Contractor specialization which provide hazards unique to his program, shall be included in this accident prevention safety program in addition to the following elements: 1) Safety Administration (planning, budgeting, directing, and evaluating the program); 2) Safety Training (develop skills and habit formation among personnel, integrated into each phase of the activity and operations; 3) Safety Education (teach personnel to use the skills and habits they have developed through training wisely, and at appropriate times); 4)Safety Promotion (maintain safety awareness among personnel through the use of mass communications media, such as posters, bulletin board notices, group discussion sessions, safety committees, and other methods); and 5) Safety Engineering (eliminate and control physical hazards in the environment).

#### ACCIDENT REPORTS

- **5.1. Description:** The Accident Report, DA Form 285 is used by Contractors to report accidents resulting in personnel injury or damage to equipment or facilities.
- **5.2**. **References**: AR 385-40,
- **5.3. Delivery Instructions:** IAW with instructions in WSMR 385-1.
- **5.4. Preparation Instructions:** An Accident Report shall be prepare when accident costs exceed \$200 or there was damage to Government property or personnel injuries were incurred. The Contractor shall prepare the accident report IAW AR 385-40 and WSMR 385-1, using a Government furnished DA Form 285.

#### 6. ENVIRONMENTAL HAZARDOUS WASTE MANAGEMENT PLAN

- **6.1. Description:** The Environmental Hazardous Waste Management Plan presents the Contractor's plans for the handling of hazardous waste, for the protection of personnel against injury, and the preservation of equipment and property, both Government and public from damage.
- **6.2.** References: Code of Federal Regulation (CFR) 29, 40, and 49
- **Delivery Instructions:** One copy shall be delivered to the WSMR Environmental Services Division within 30 days following contract award for review and final approval. Two copies of the final plan shall be delivered to WSMR and the Center within ten days after receipt of the Government approval.
- 6.4. **Preparation Instructions**: The Contractor shall prepare a written comprehensive Hazardous Waste Management Plan for his activities. Areas of Contractor specialization, which provide hazards unique to his programs shall be included in this Hazardous Waste

Management Plan. Any area defined in HAZCOM (Hazardous Communication Standard) 29 CFR 1910.1200 and HAZMAT (Hazardous Materials), which applies to the Contractor's operation, shall be addressed in this plan. The plan shall be prepared in narrative form and shall include the following:

- 6.4.1. A Site Specific Hazardous Waste SOP including a Hazardous Waste Minimization Plan prior to generation and storage of hazardous waste.
- **6.4.2.** Establish a local satellite accumulation point for temporary storage of hazardous waste.
- 6.4.3. Be responsible for proper identification, labeling, packaging and analysis of hazardous waste IAW Department of Transportation (DOT) the Resource Conservation and Recovery Act (RCRA).
- 6.4.4. Secure proper DOT approved shipping containers to properly segregate and store hazardous waste during accumulation and transport to permitted storage (Hazardous Waste Facility).
- **6.4.5.** Ensure that hazardous wastes are properly collected, segregated, and stored IAW RCRA.
- 6.4.6. Respond to spills and hazardous waste accidents/incidents as outlined in the Environmental Disaster Plan, Annex 6. (DES-E will provide copies).
- 6.4.7. Arrange for compliant transportation of hazardous waste to the Hazardous Waste Management Facility.
- 6.4.8. Ensure that accumulation point personnel receive hazardous waste training as outlined in 40 CFR 264.16.
- 6.4.9. Notify the WSMR Environmental Services Division of any anticipated changes in unit operations, which would result in changes to the types and/or, amounts of hazardous waste generated.
- 6.4.10. Hazardous Waste Investigations and Reporting. Involves assessment of the conditions and actions surrounding an accident and recording these facts in an accurate and clear manner.
- 6.4.11. Hazardous Waste Accident Analysis. Invoices appraisals of accident reports in order to determine trends in accident occurrence and to apply remedial measures reported to WSMR Environmental.
- 6.4.12. Develop a hazardous waste minimization plan detailing milestones for the

substitution, reuse/recycling, and or process modifications on all hazardous waste generated.

[End of Appendix F]

## APPENDIX G

## LETTER OF COMMITMENT TEMPLATE

[Enter date]	
Tammy Mattox GSA FAS AAS 819 Taylor Street, Rm 13A33 Fort Worth, TX 76102	
Subject: RFP ID07170054 Key Personnel Letter of Co	mmitment
Dear Ms. Mattox,	
I, [enter proposed Key Personnel's first and last name], Personnel's position title] in response to RFP ID071700 that the information submitted in my resume is accurate employee of [enter offeror name]. I am committed and indicated in RFP ID07170054 PWS Section 6.4.	054, upon award of the resultant Task Order. I certify e. Furthermore, I certify that I am currently an
I have read and personally signed this Letter of Commi	tment.
Printed Name	Signature
 Date	